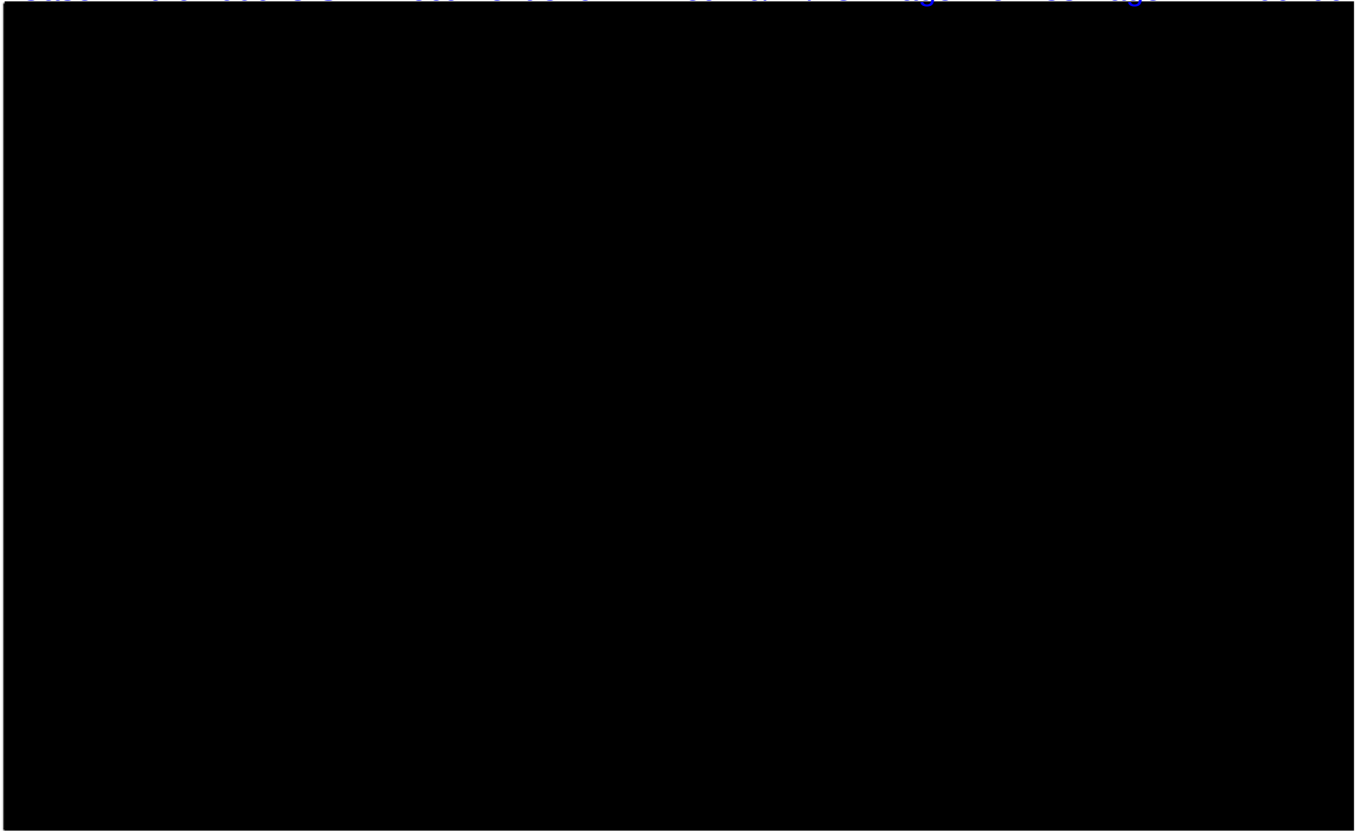
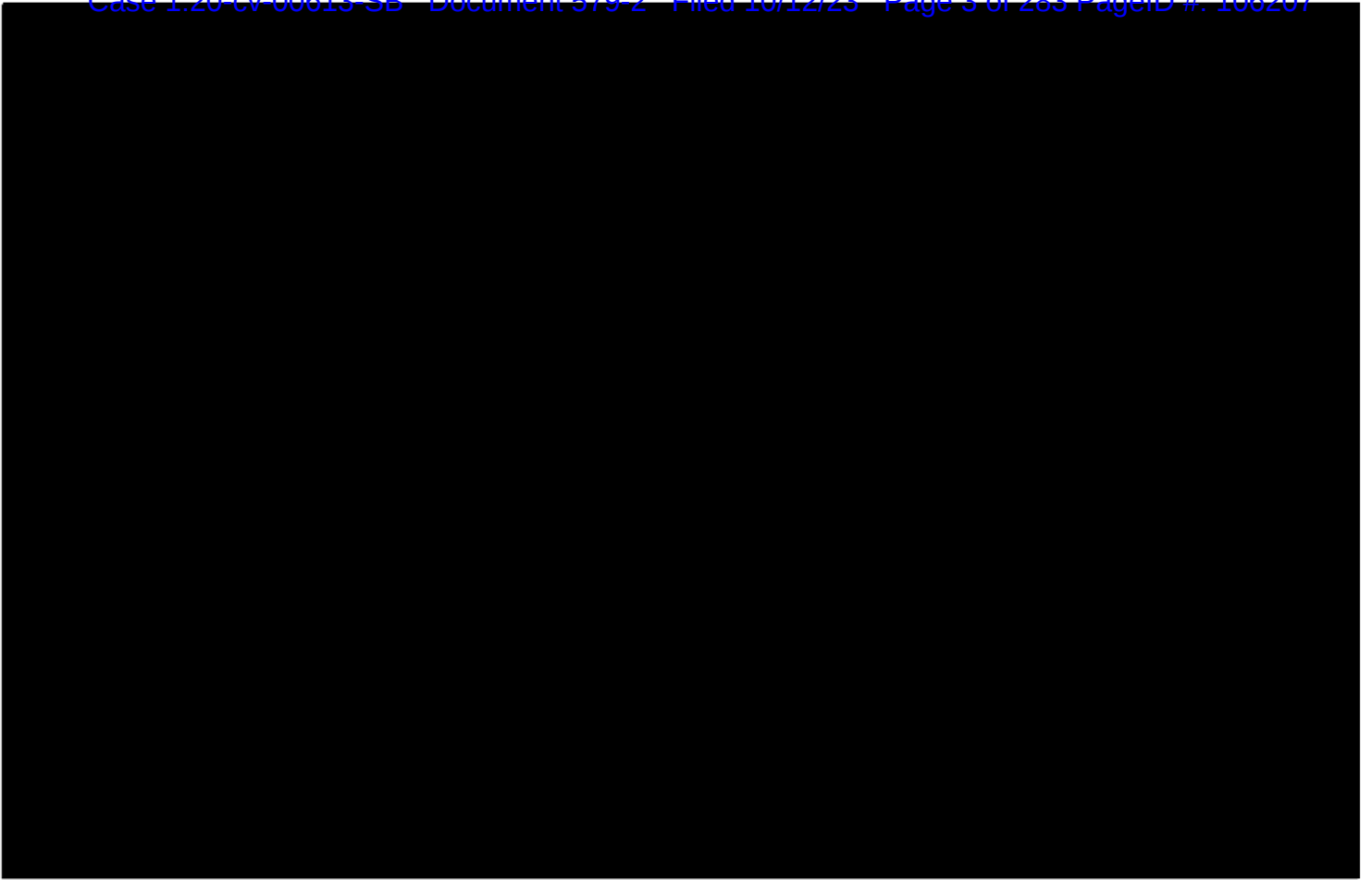
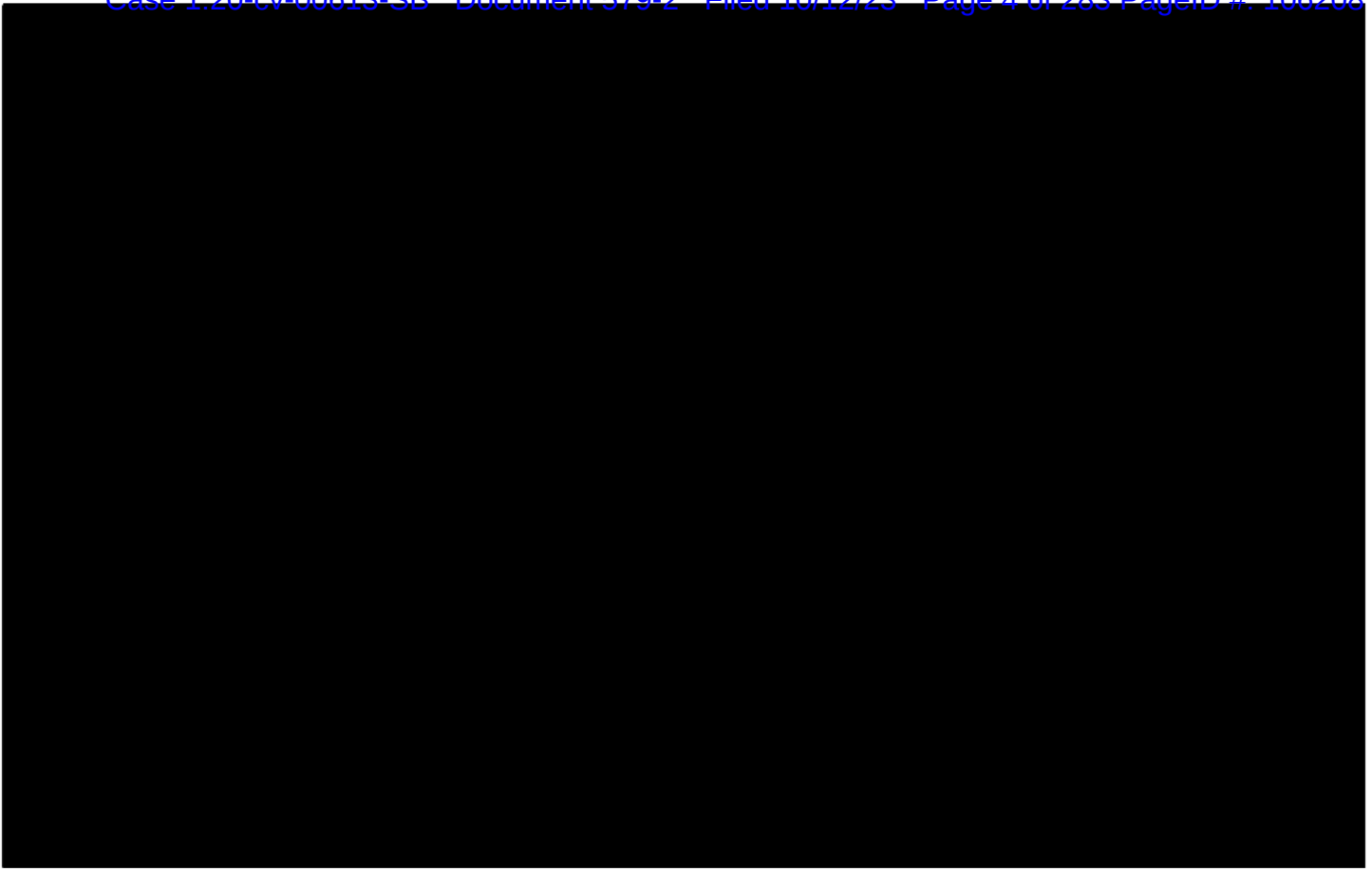
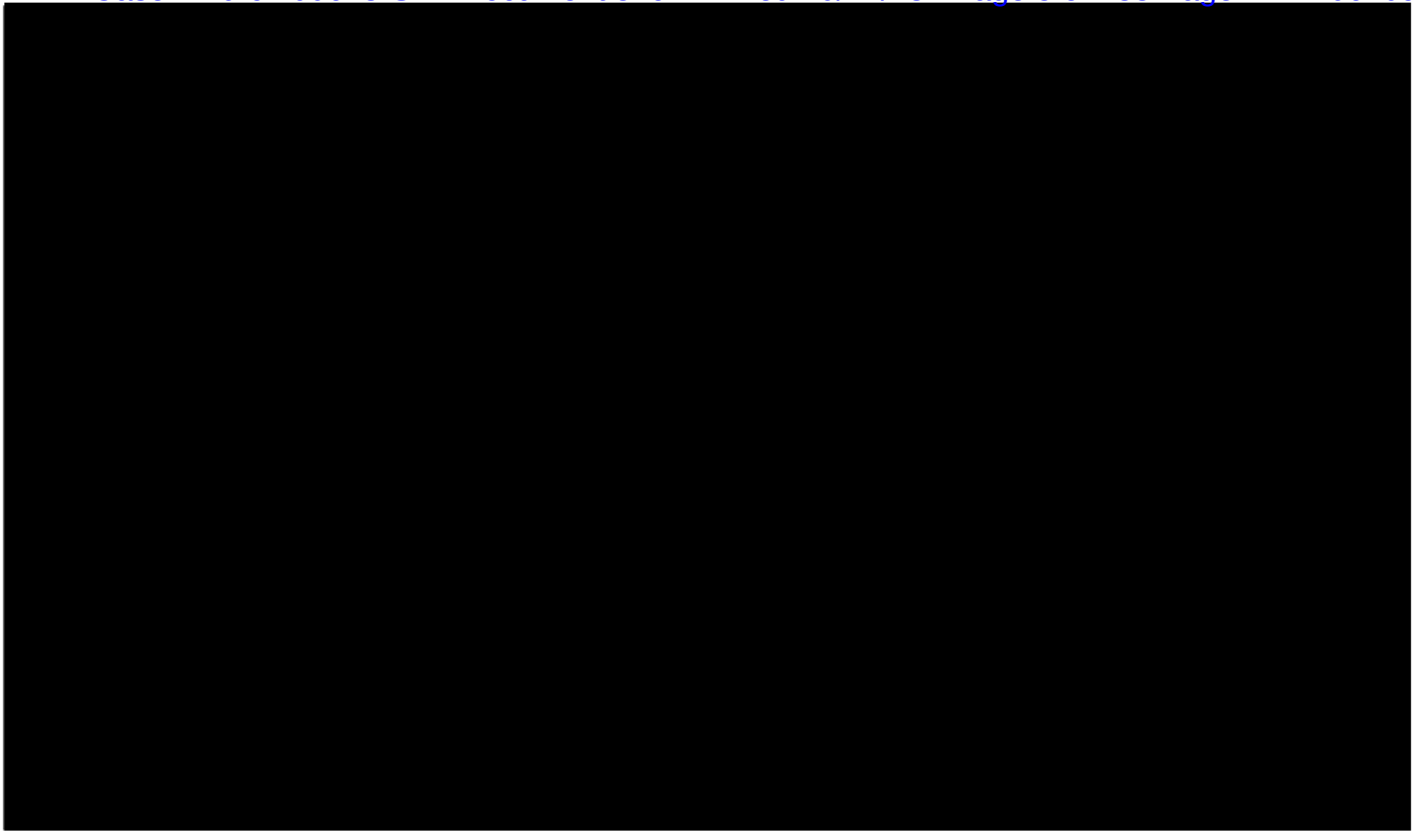


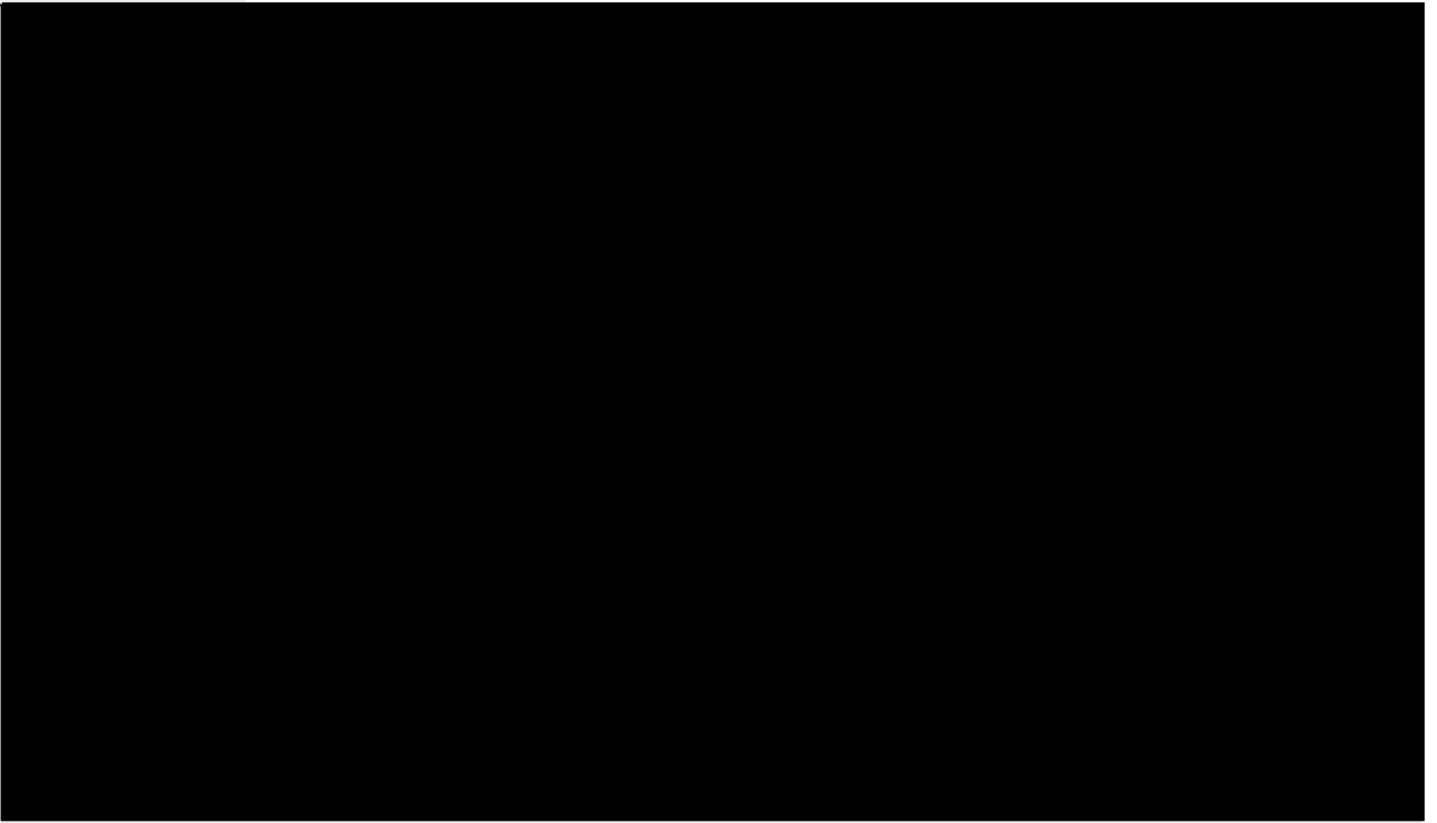
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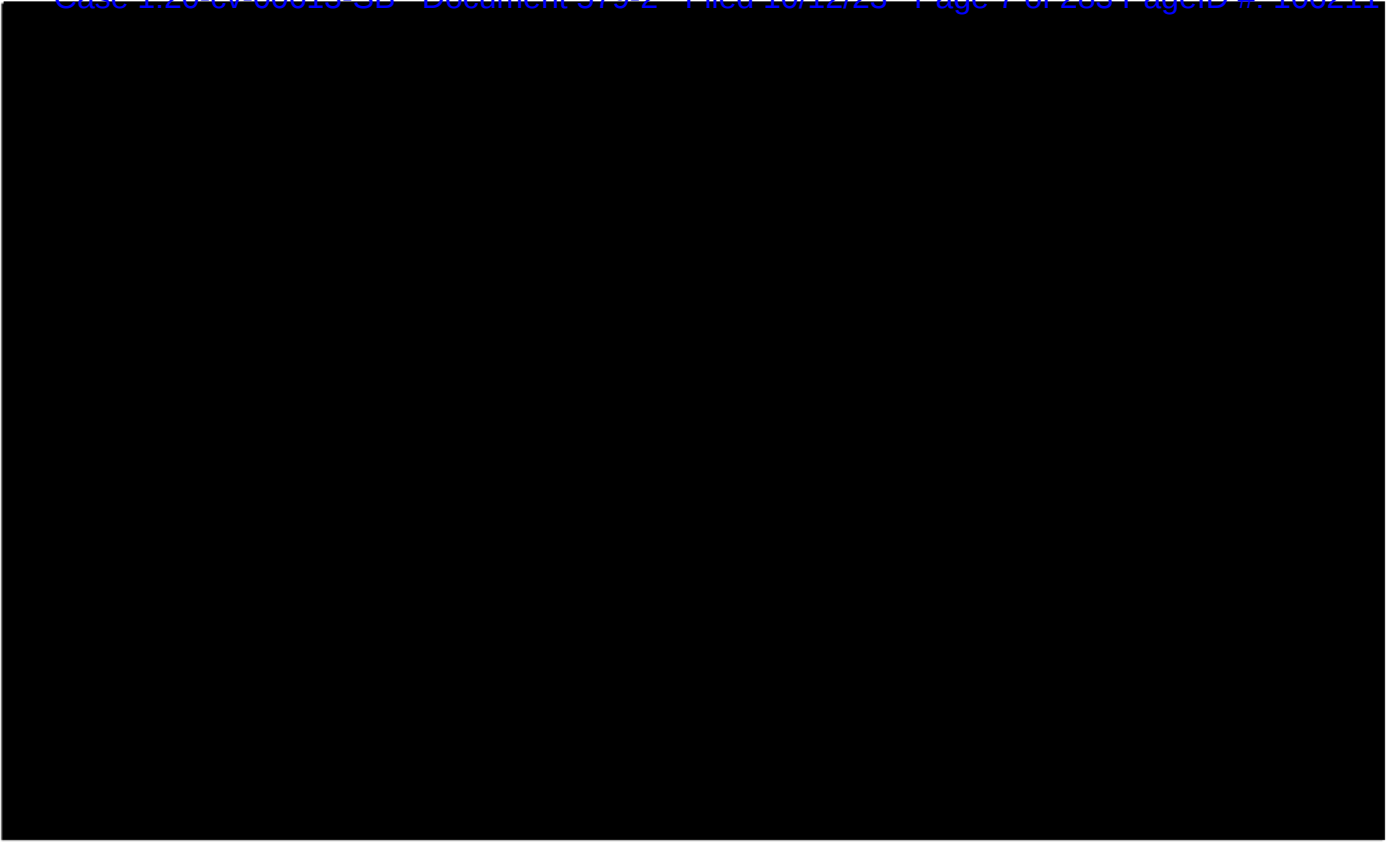


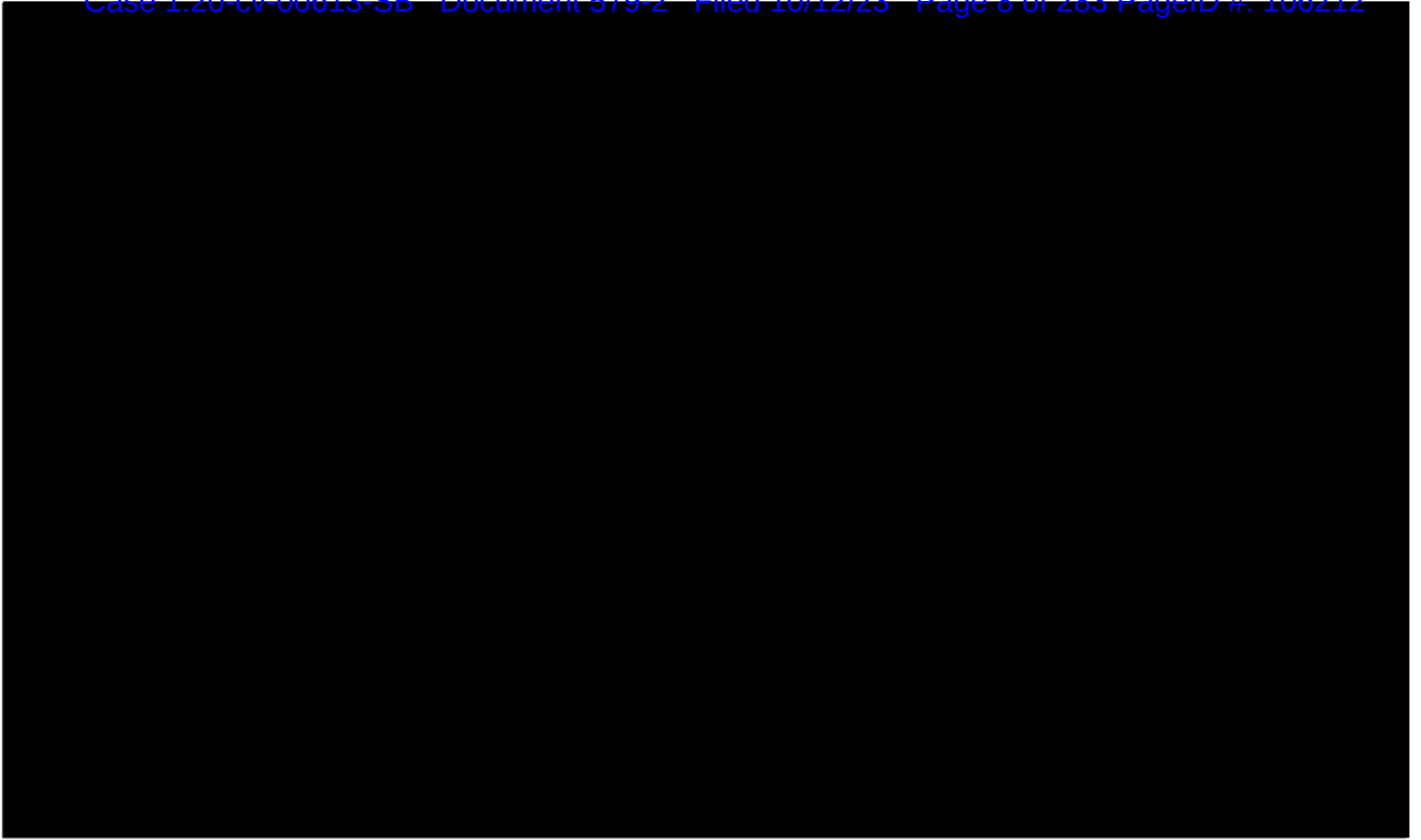


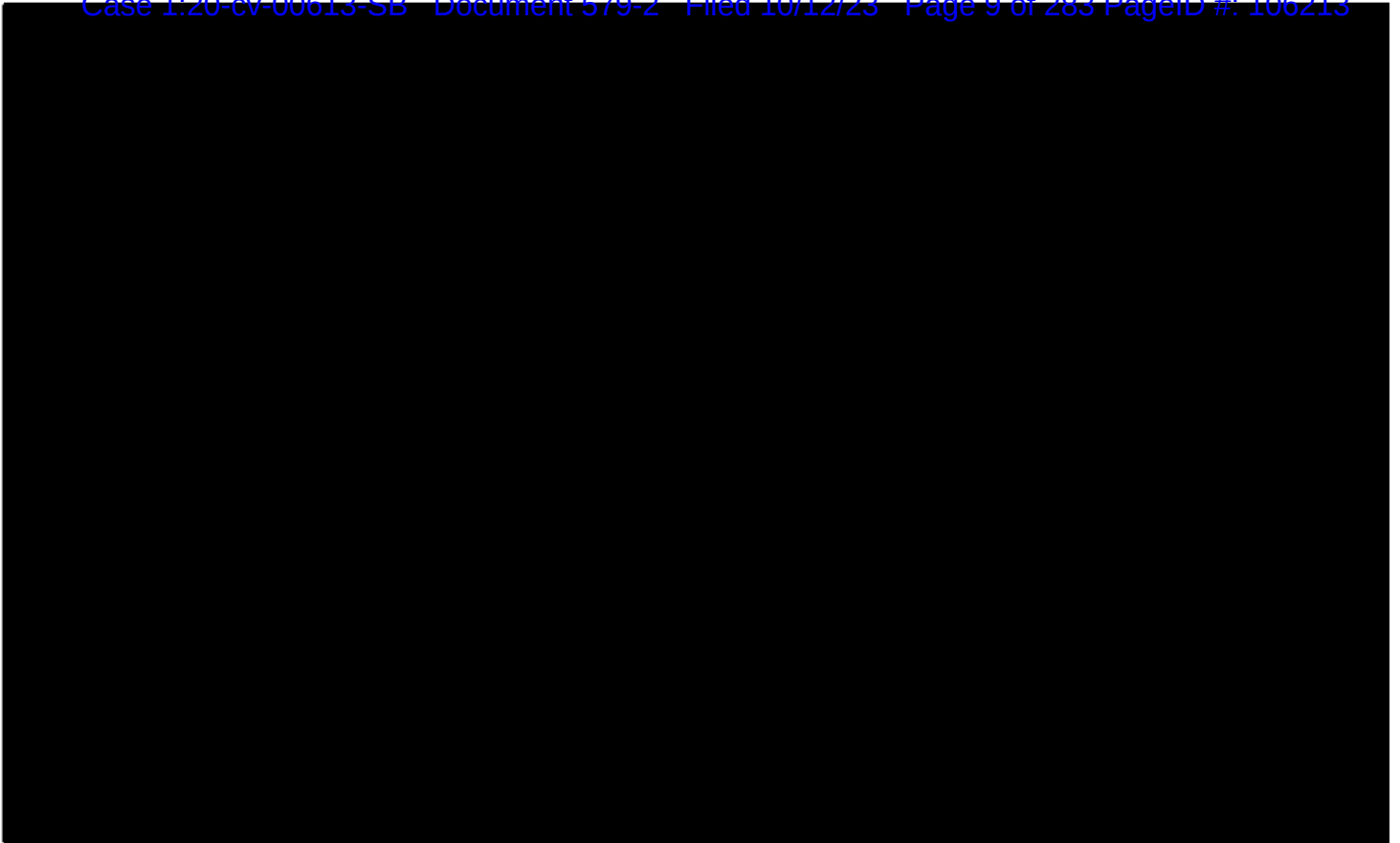


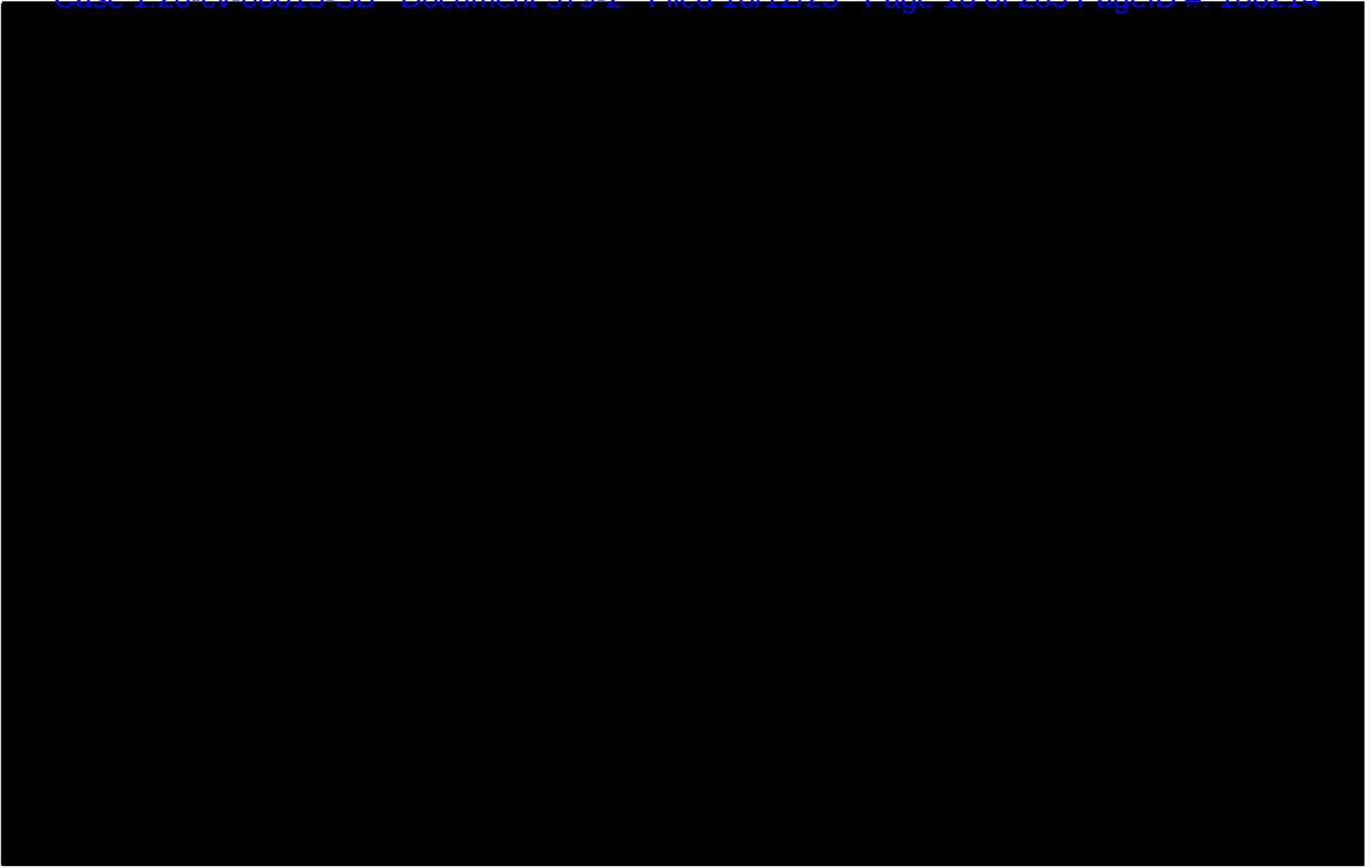


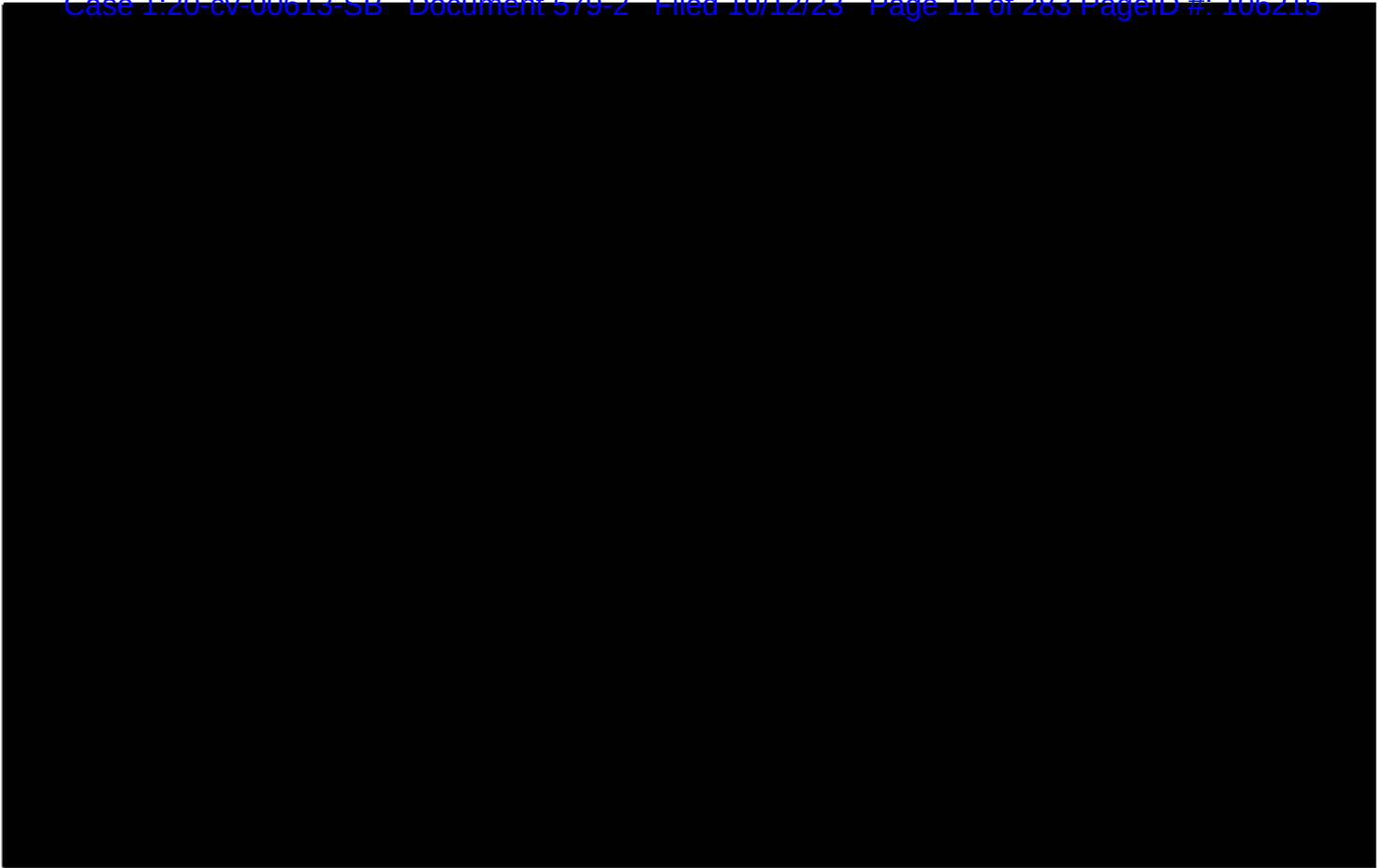


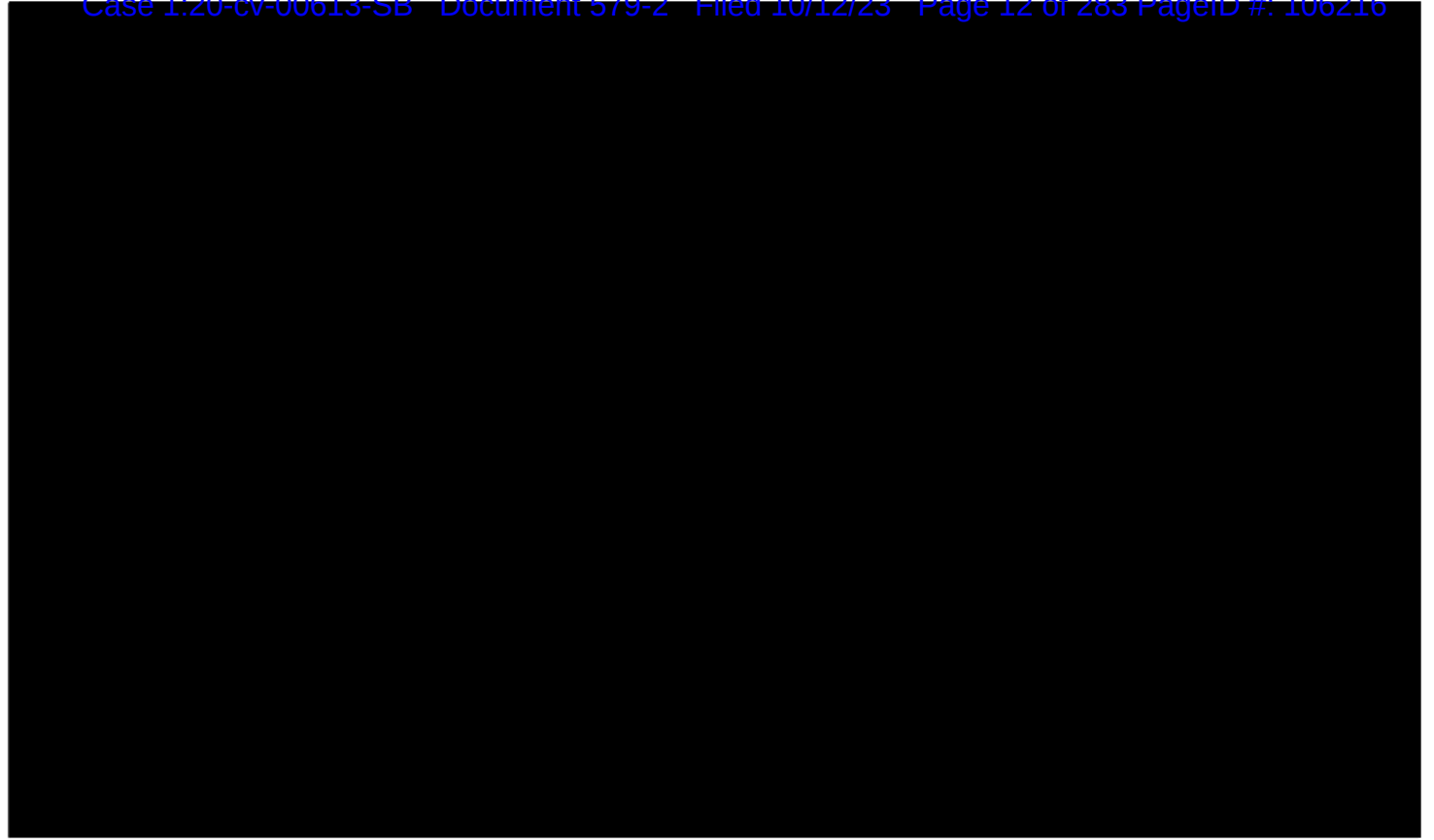


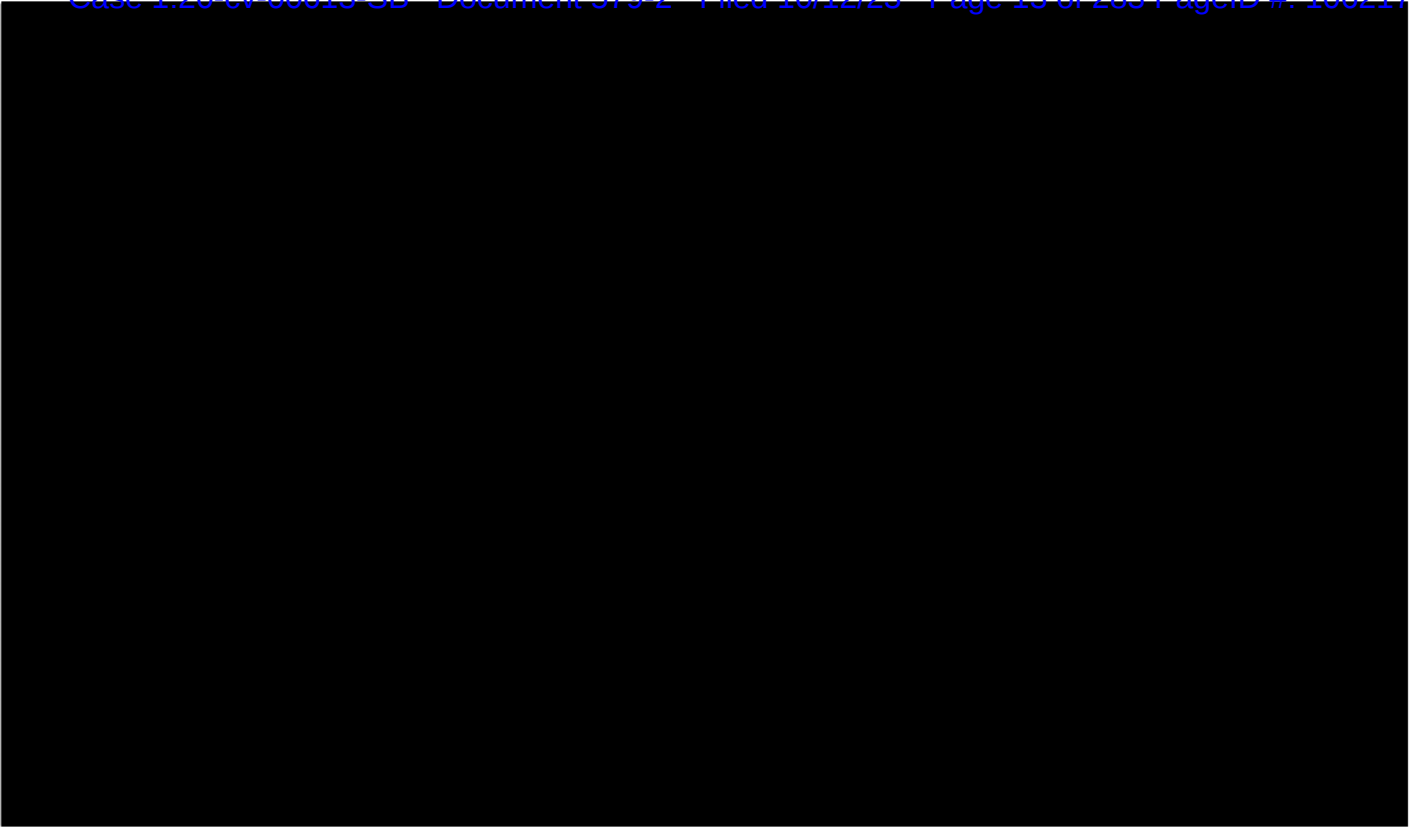


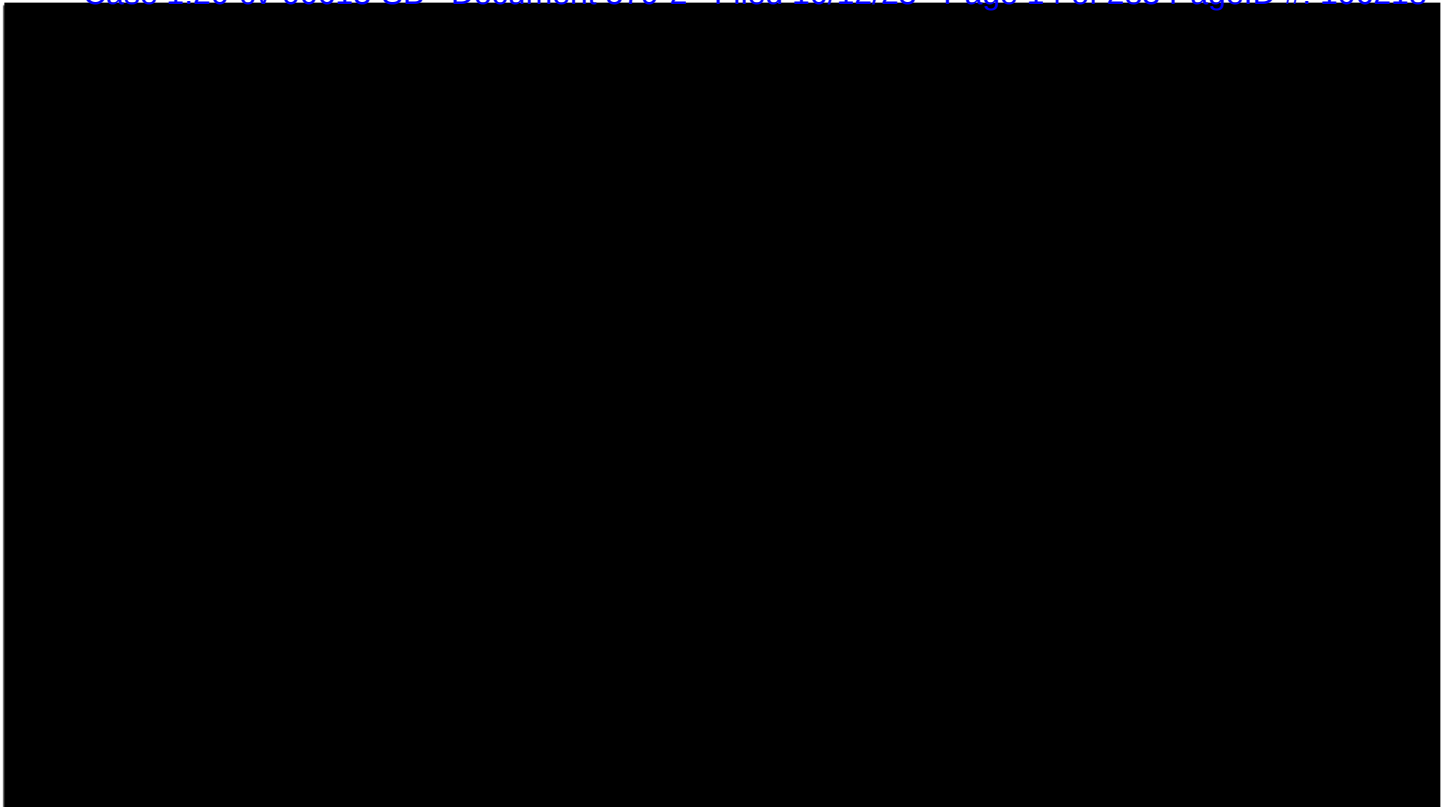


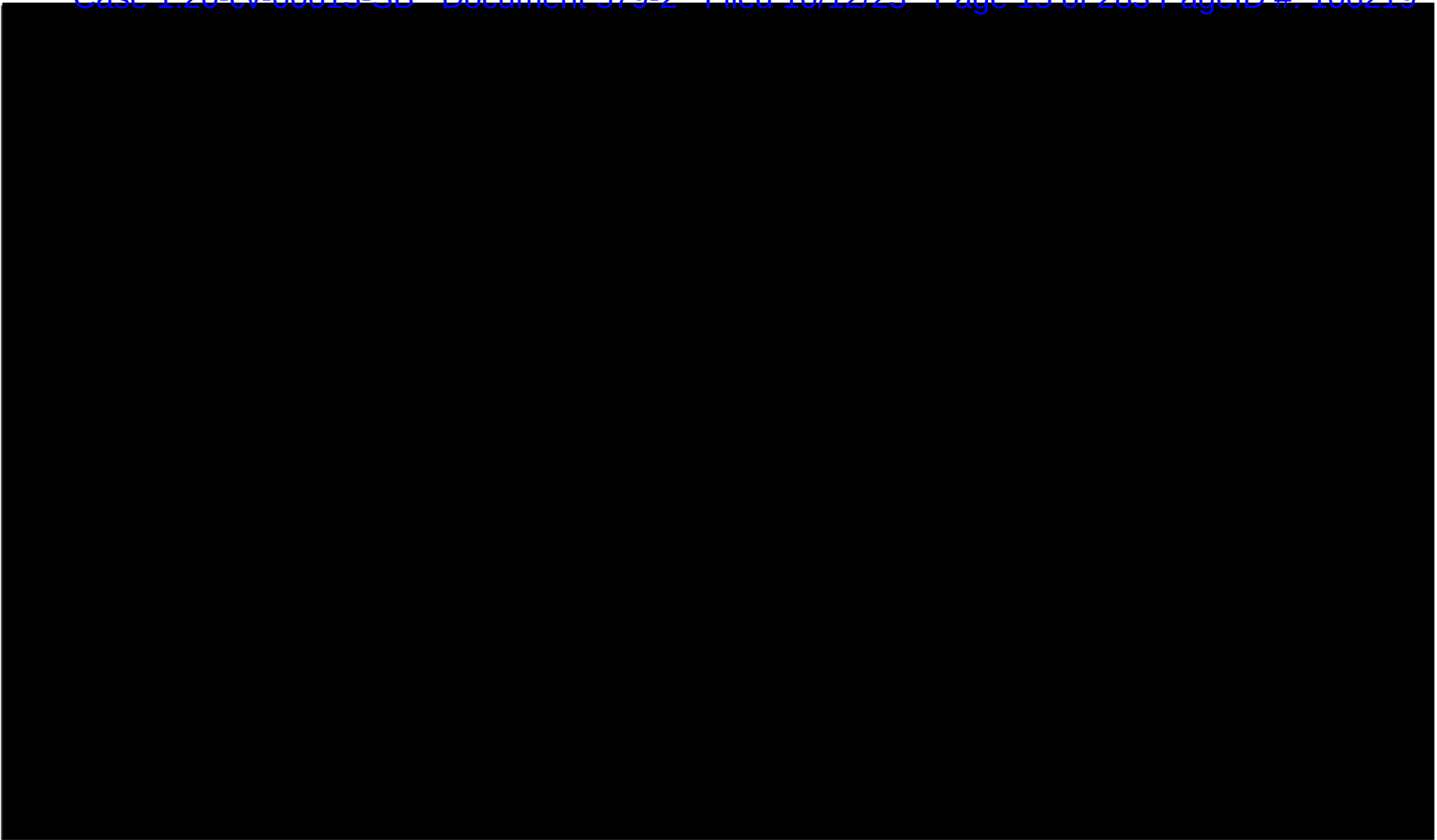


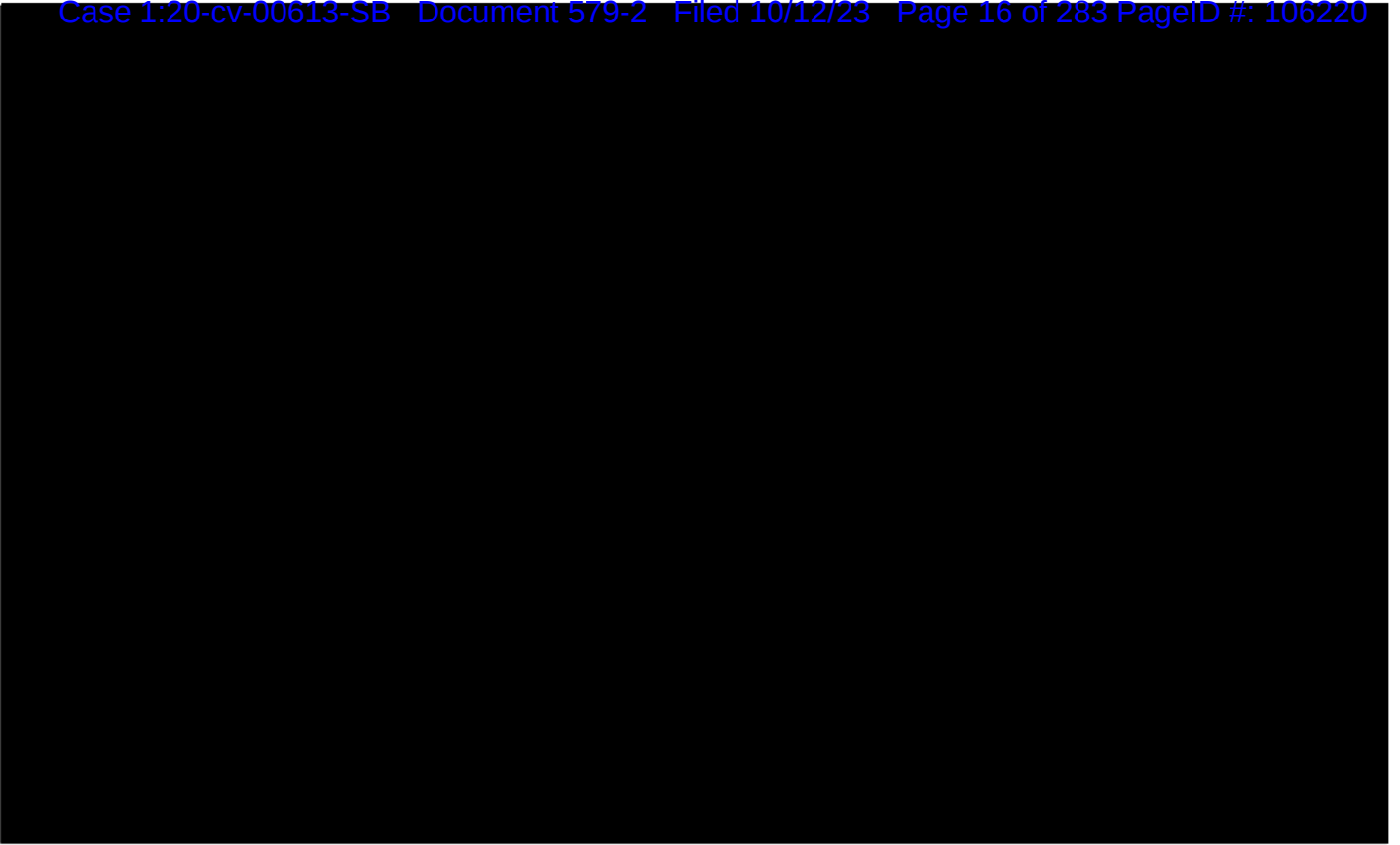


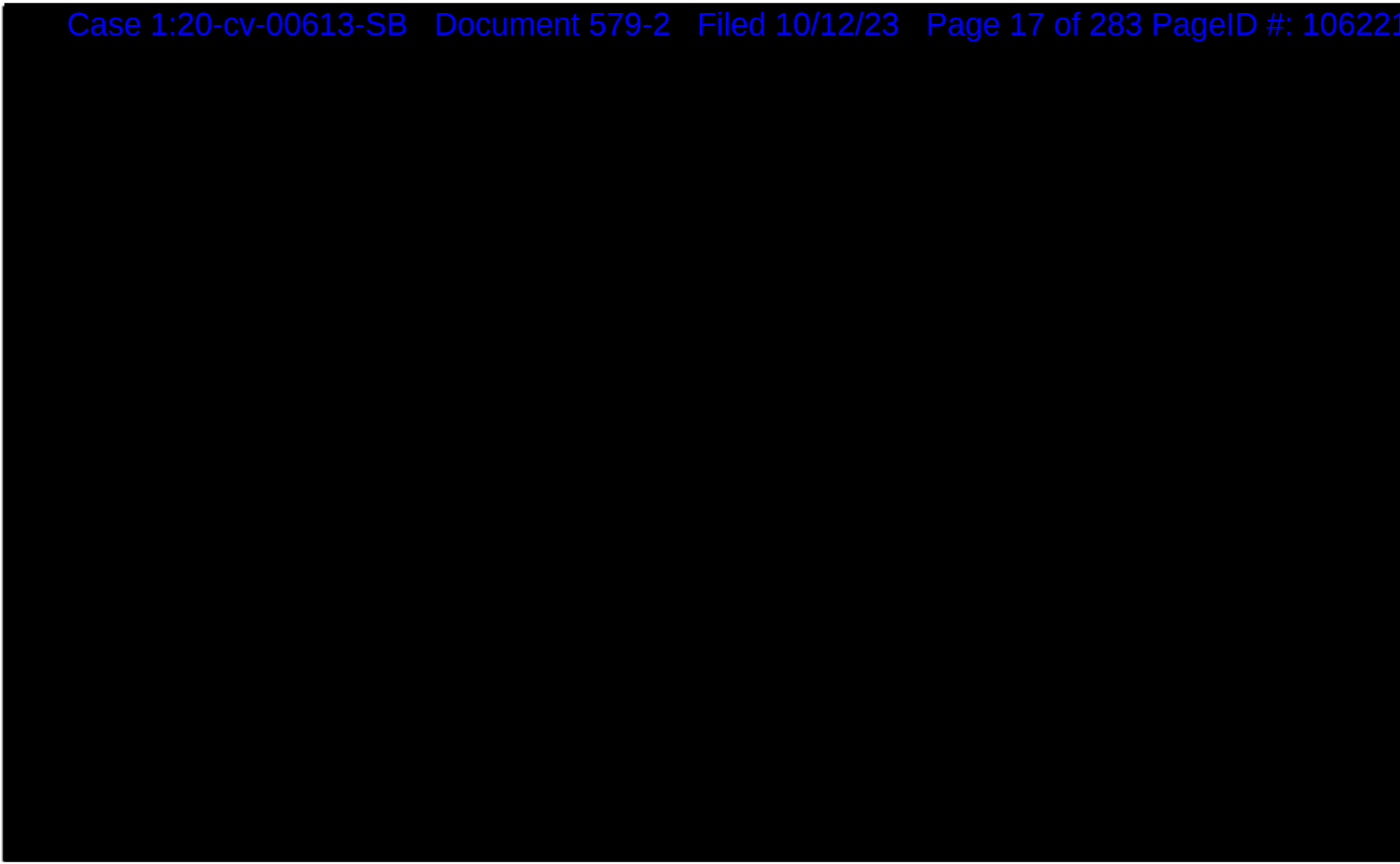


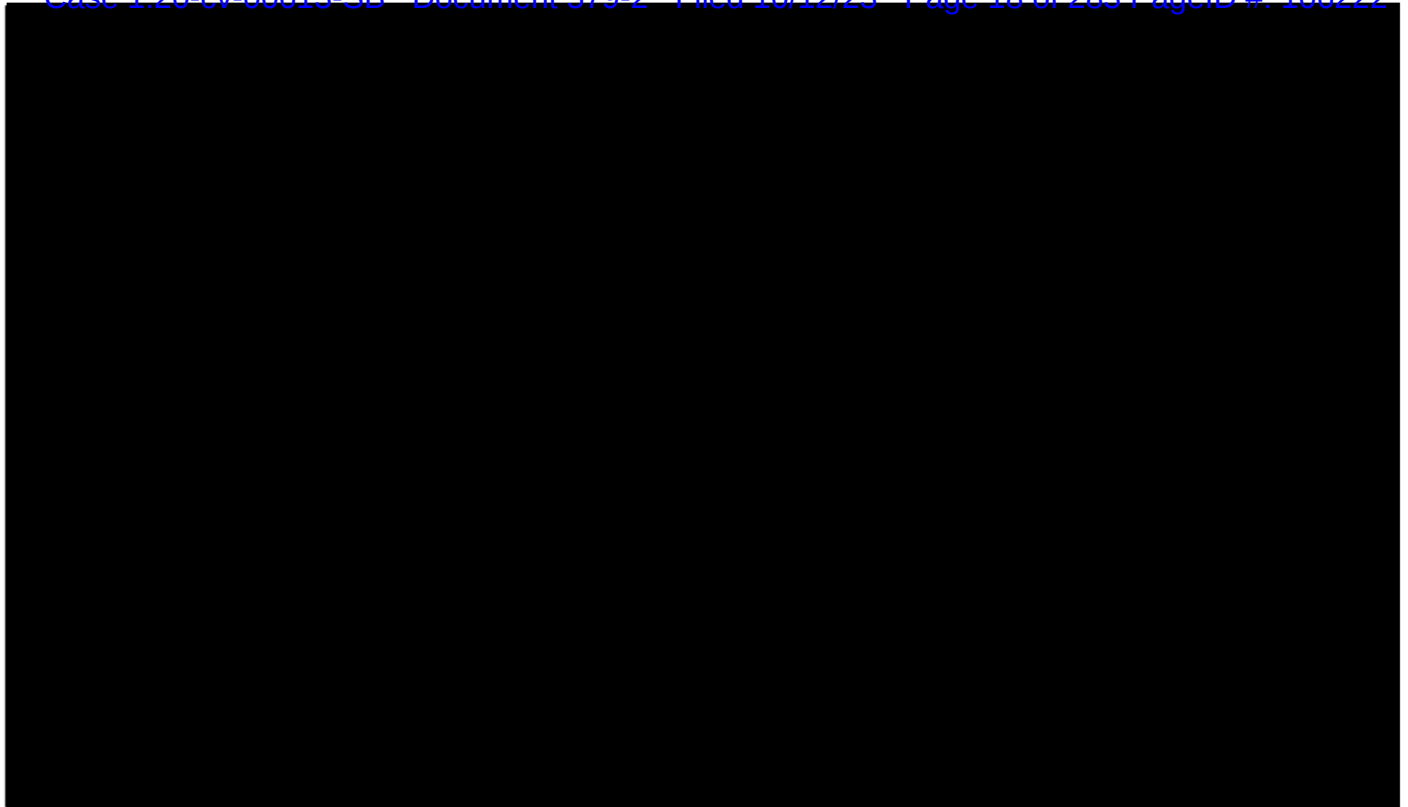




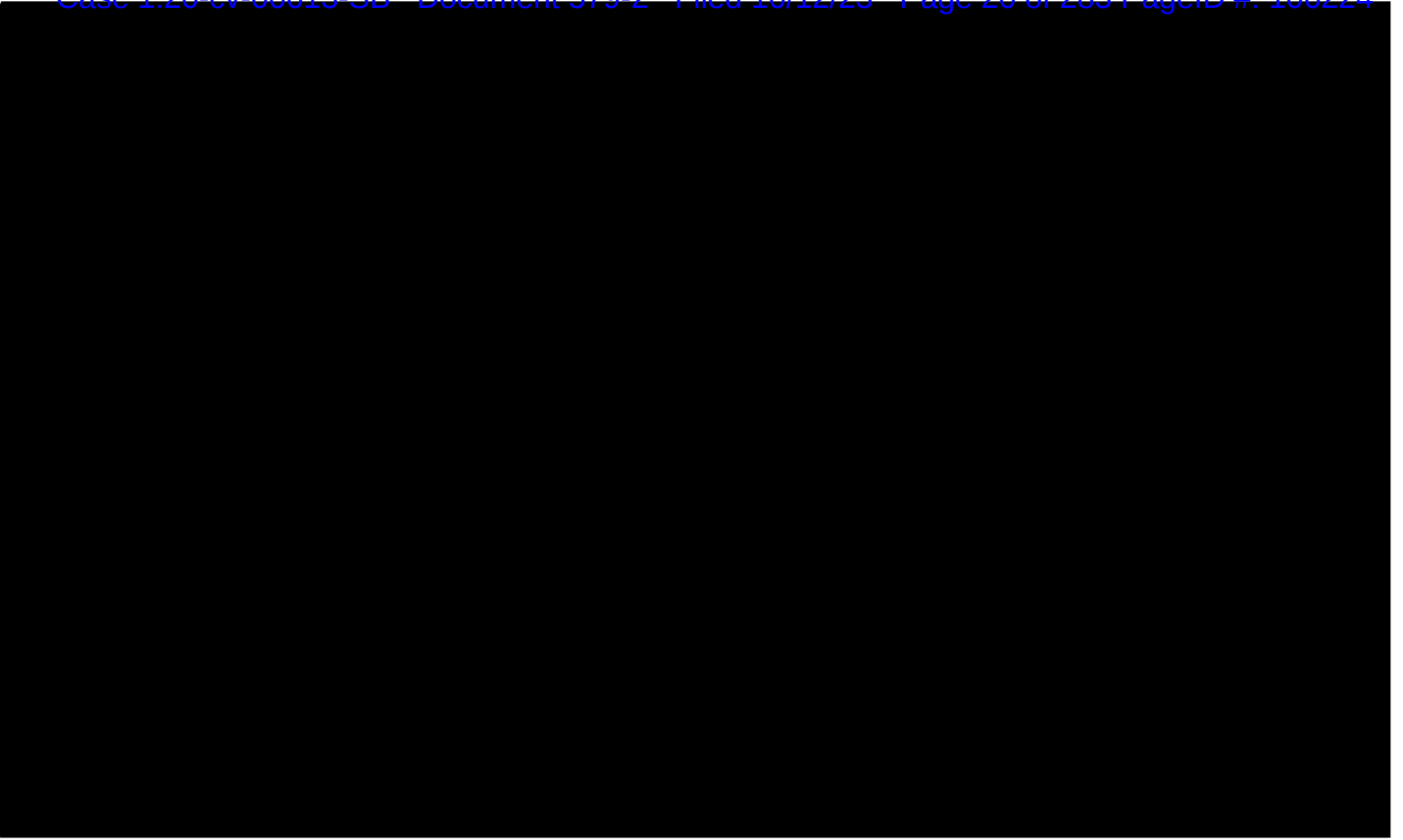


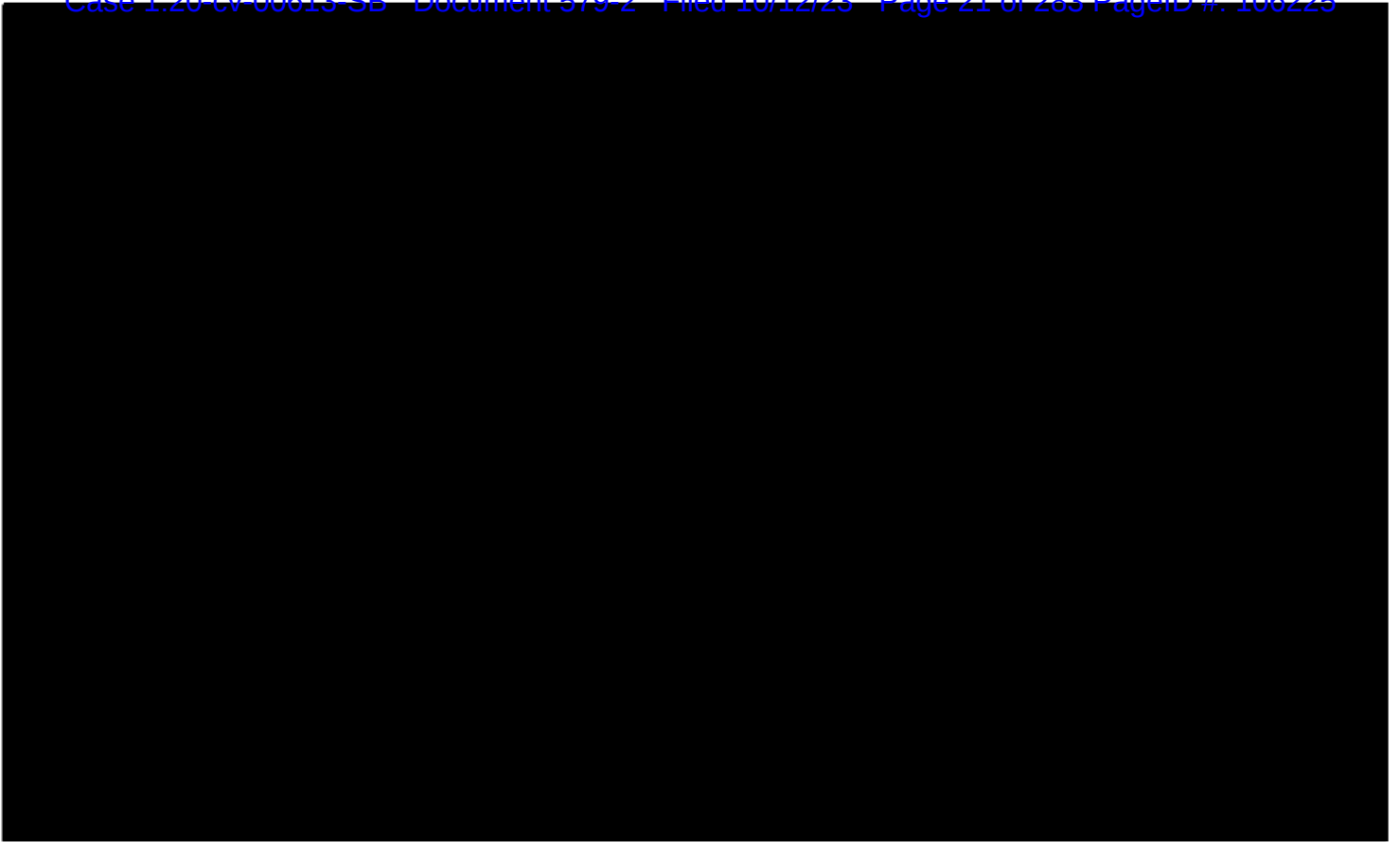


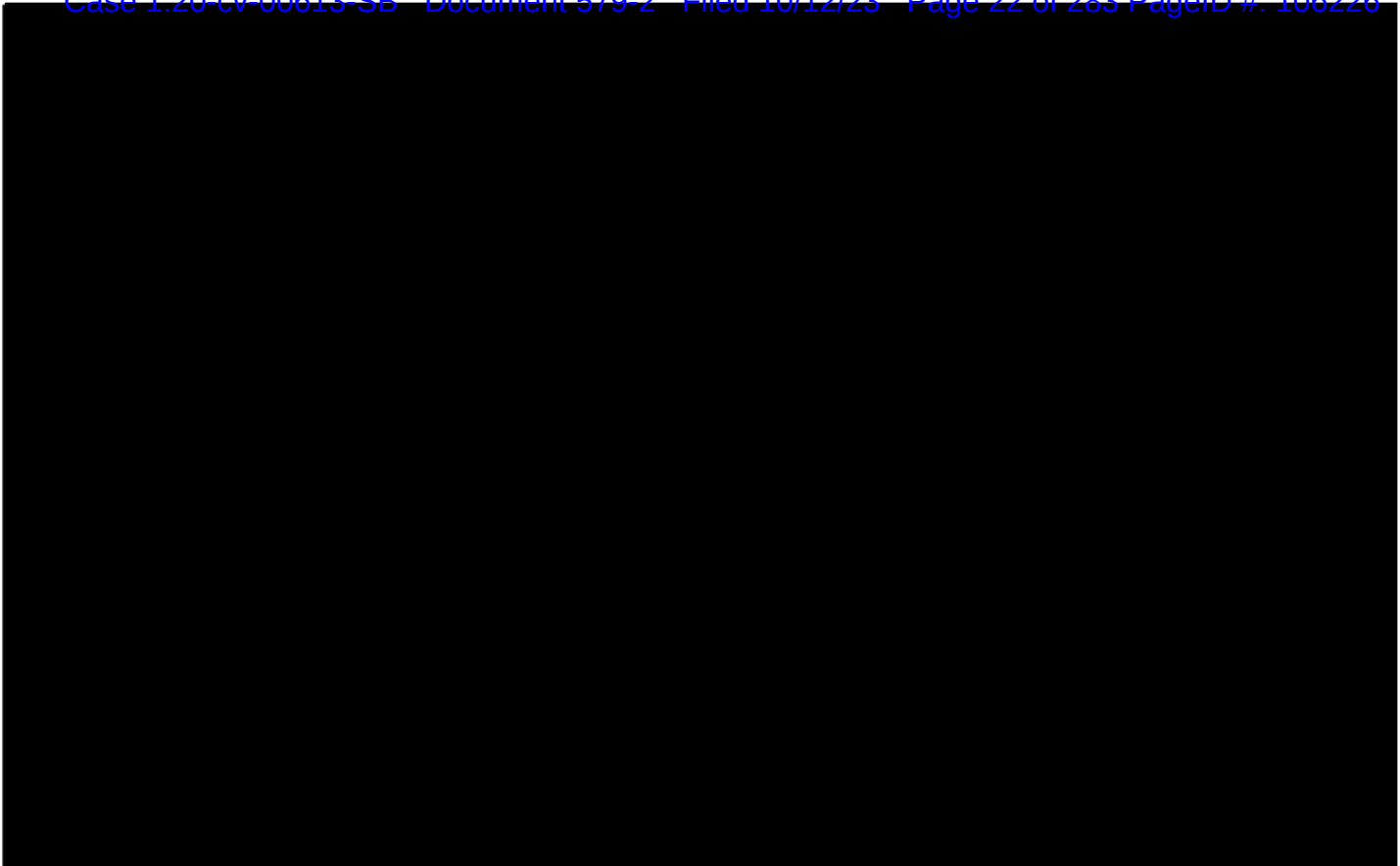


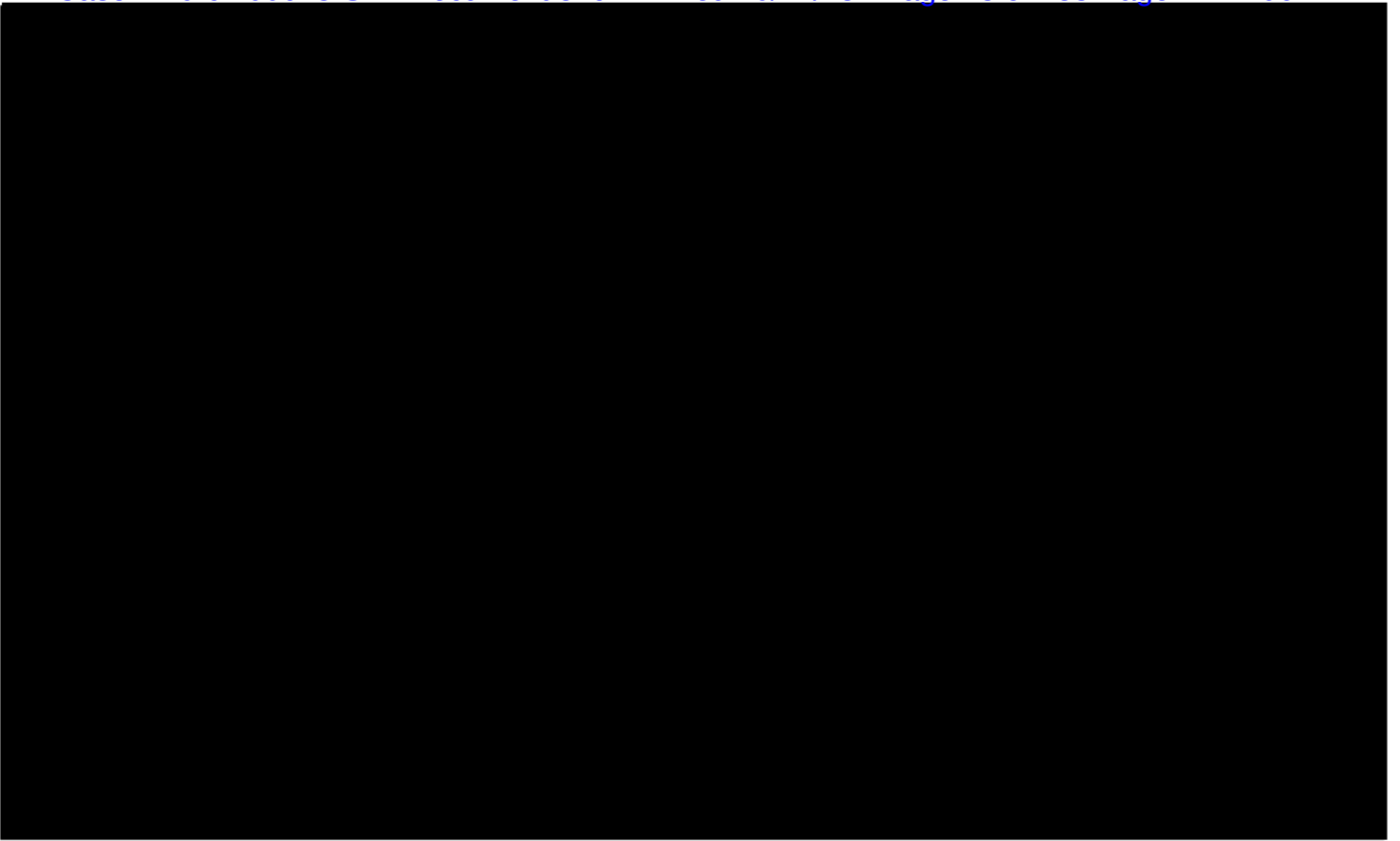


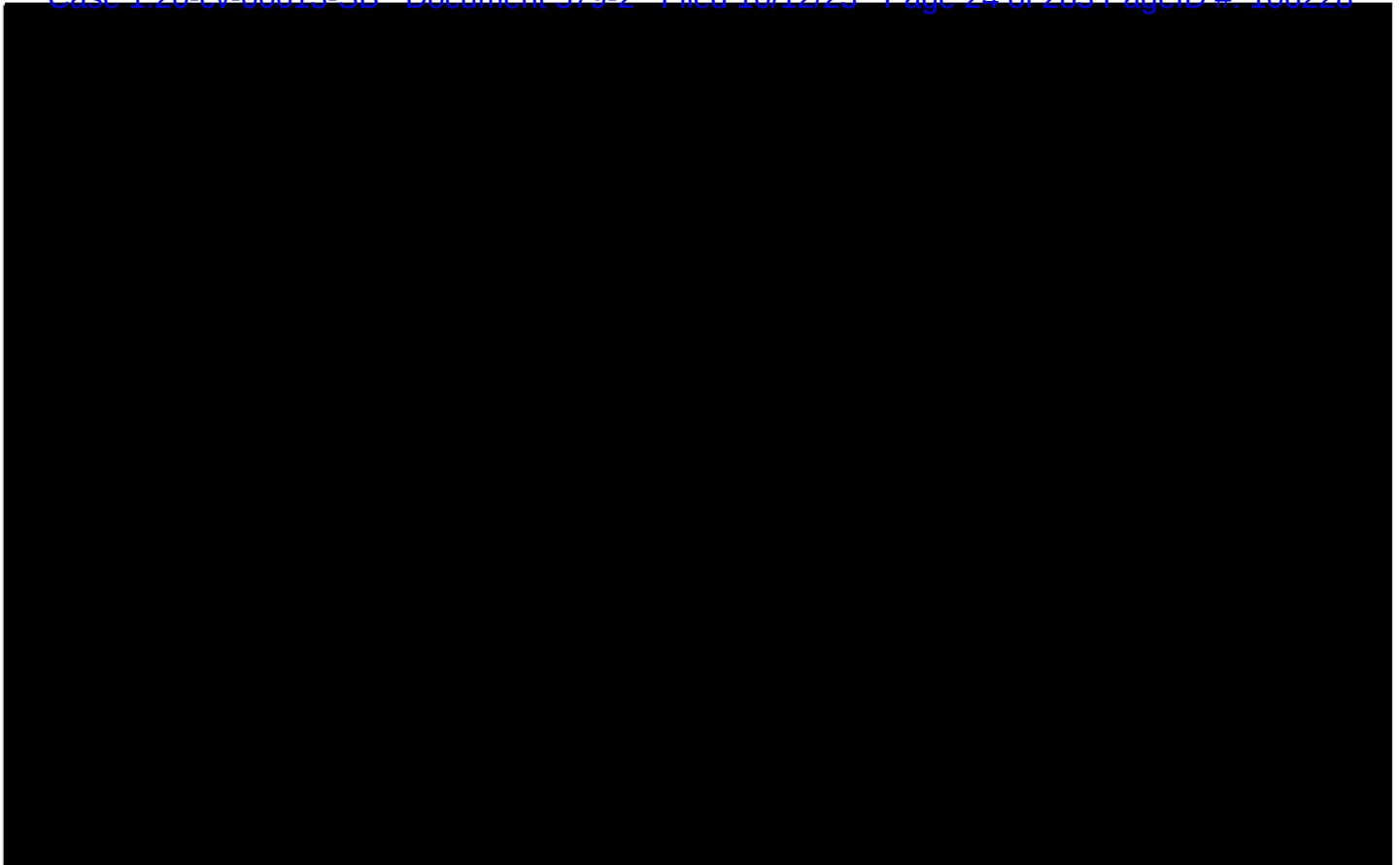


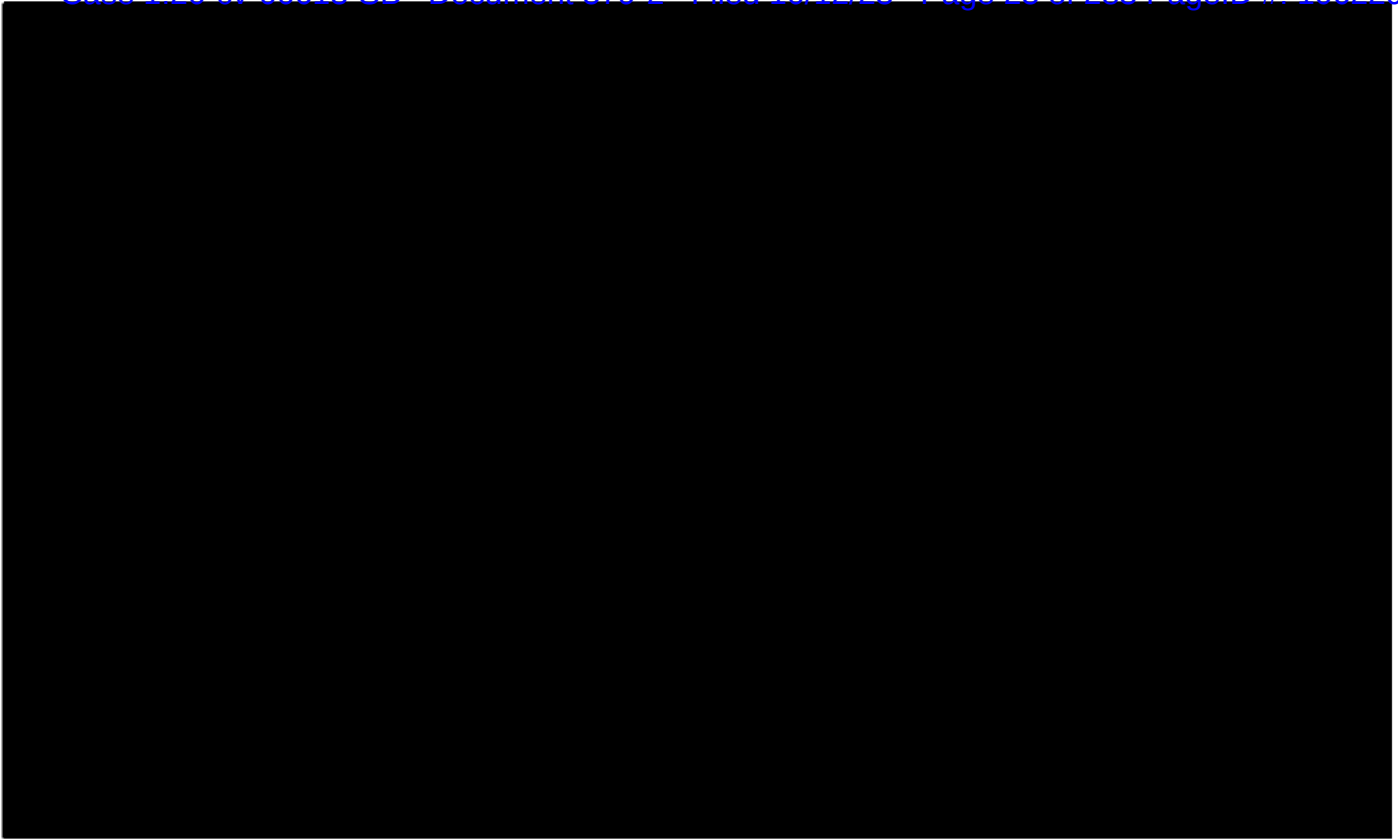


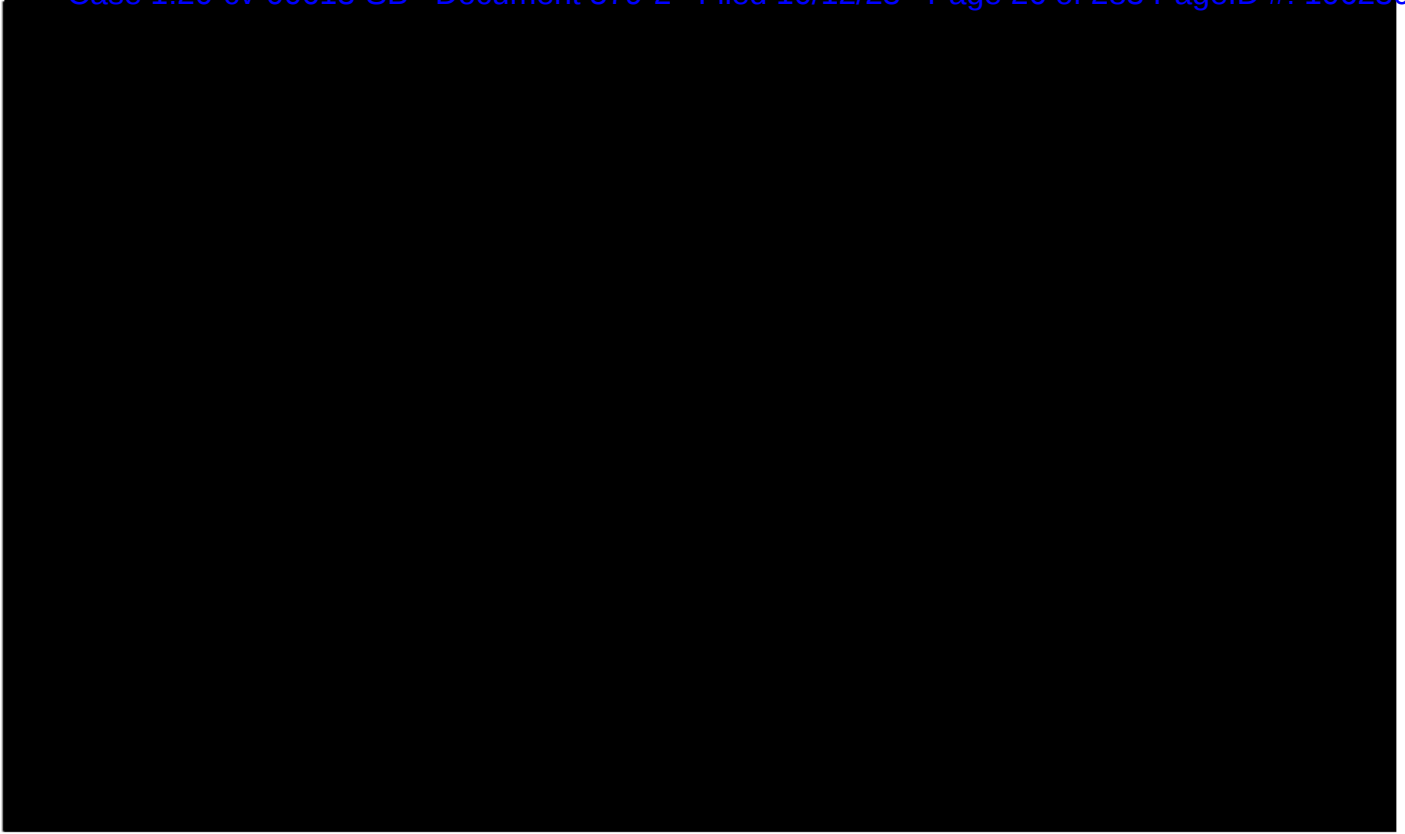


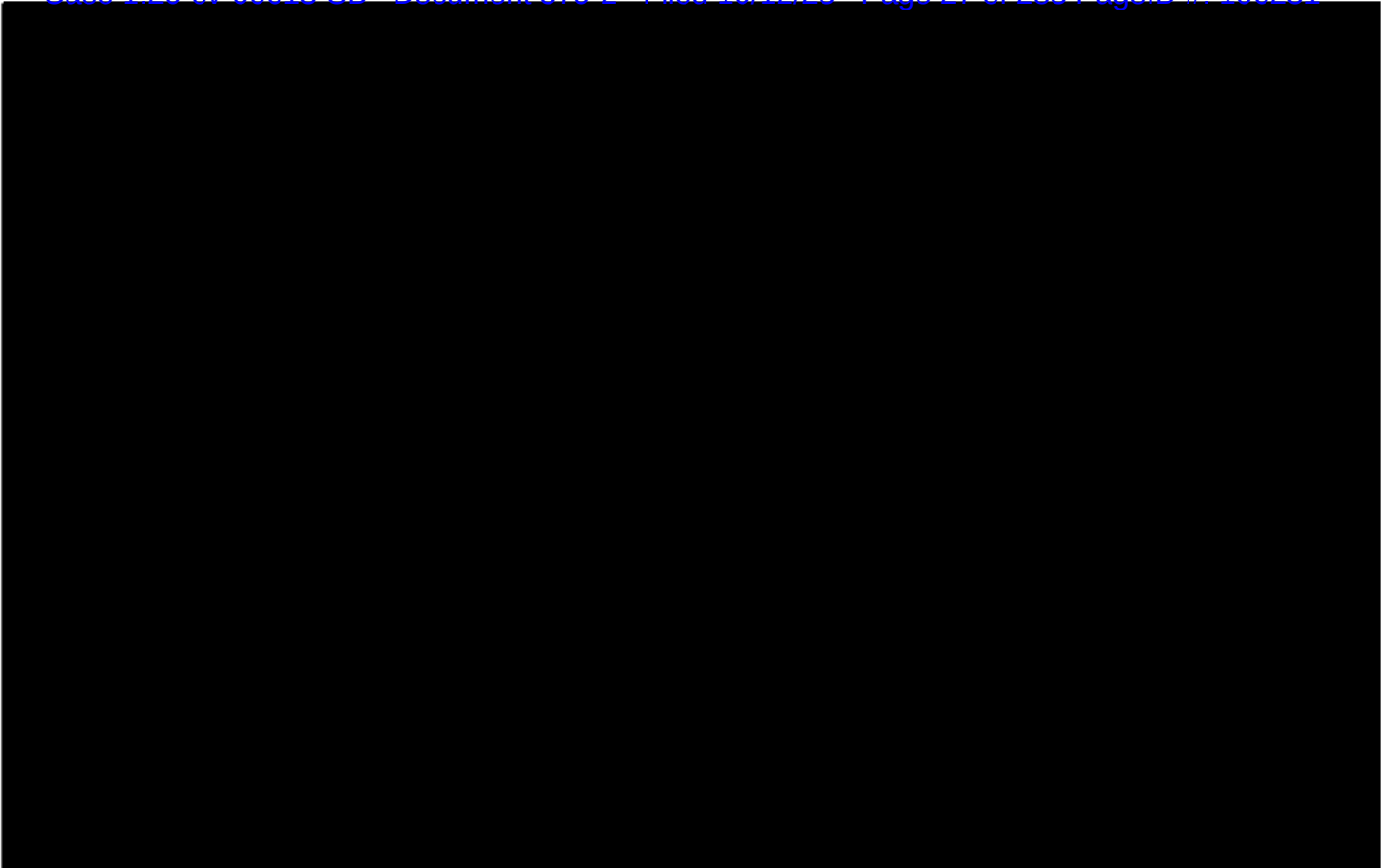


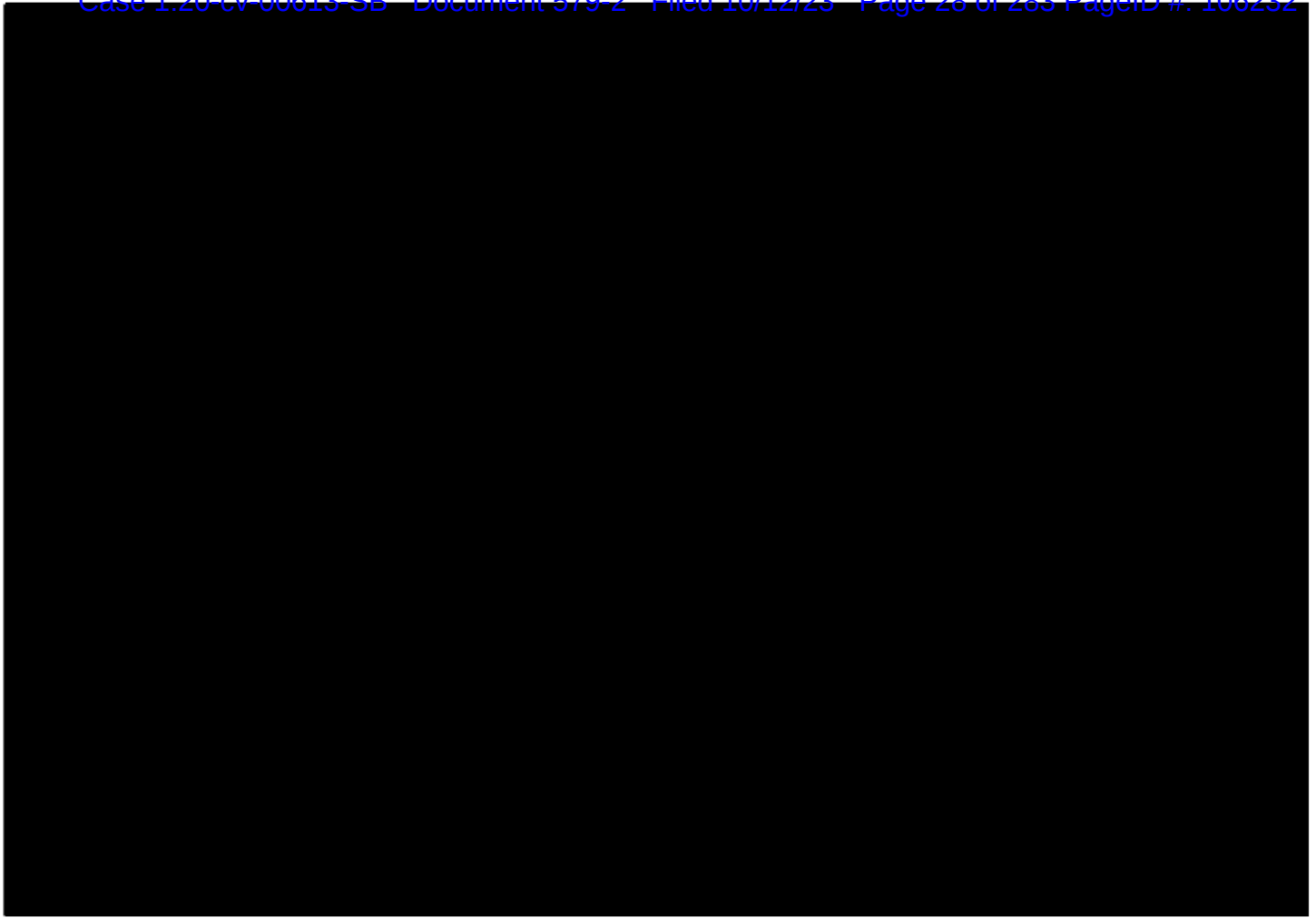


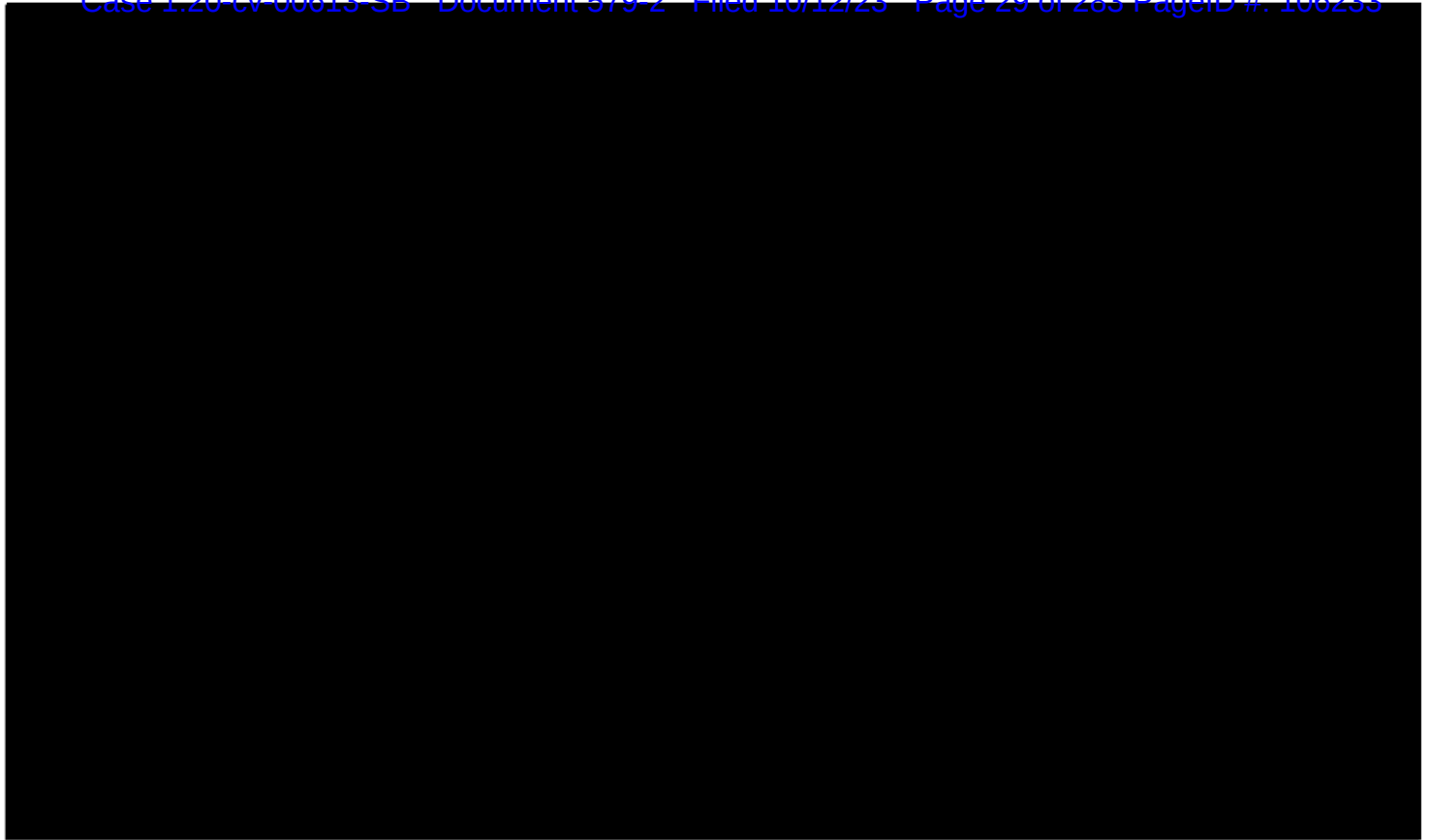


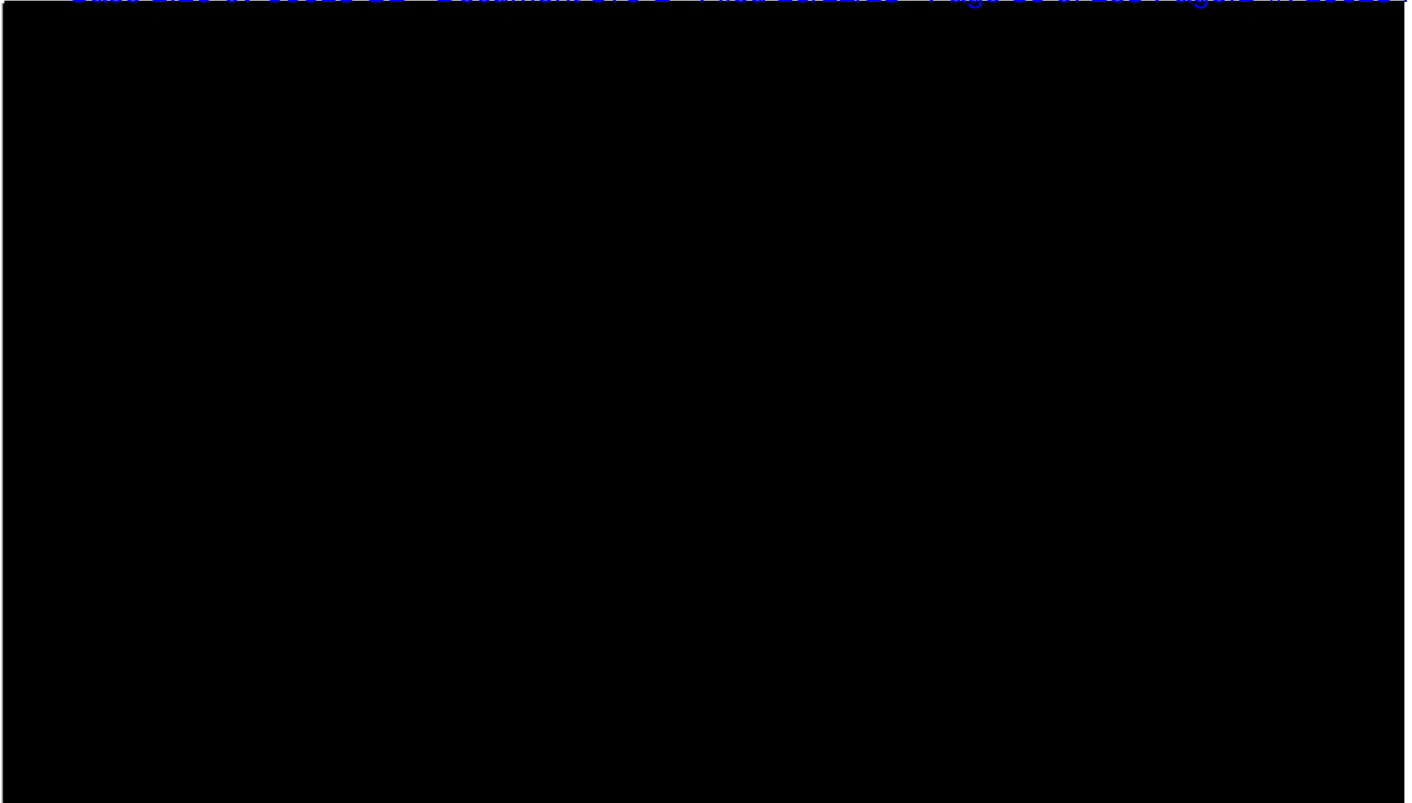


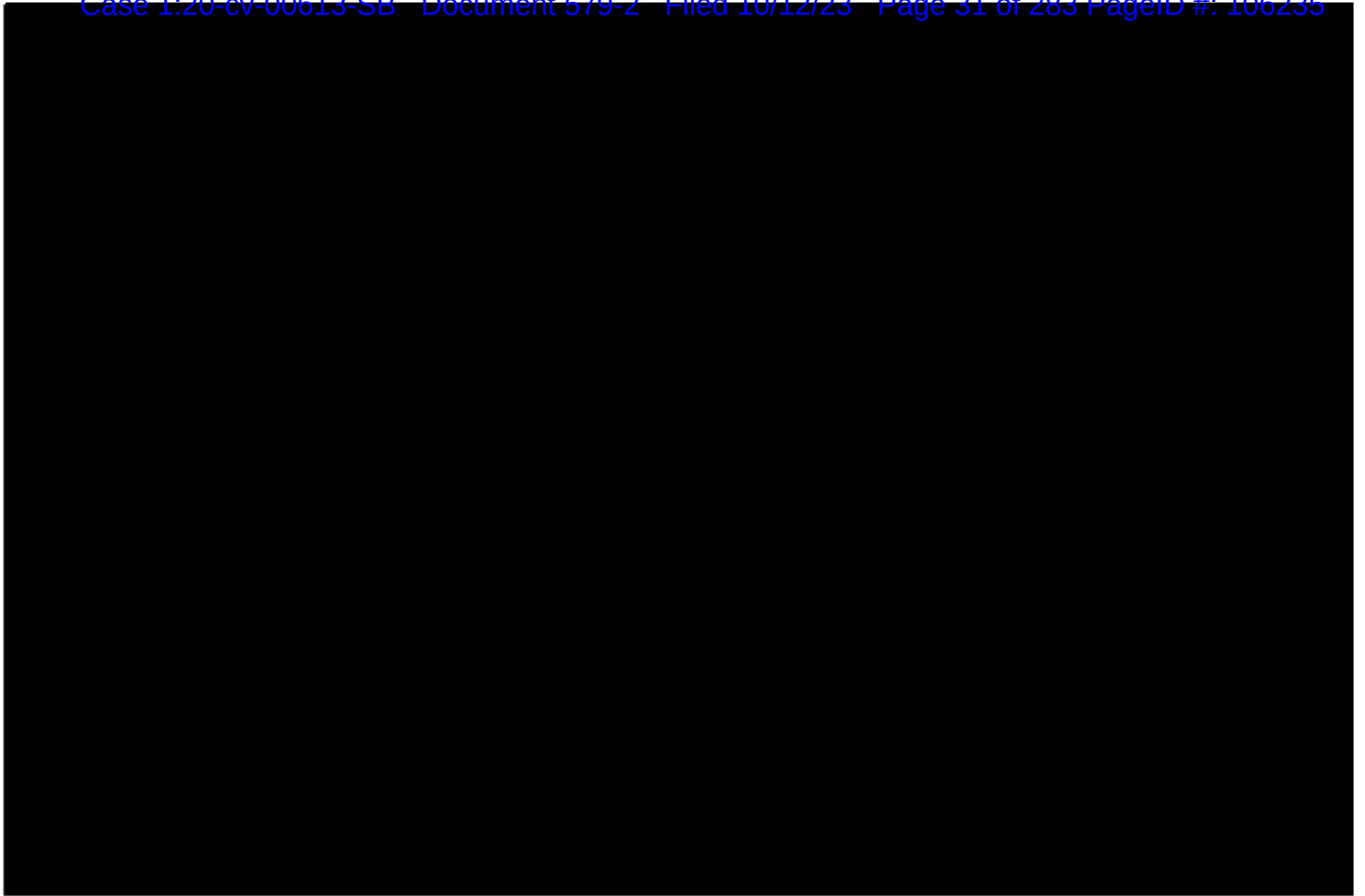


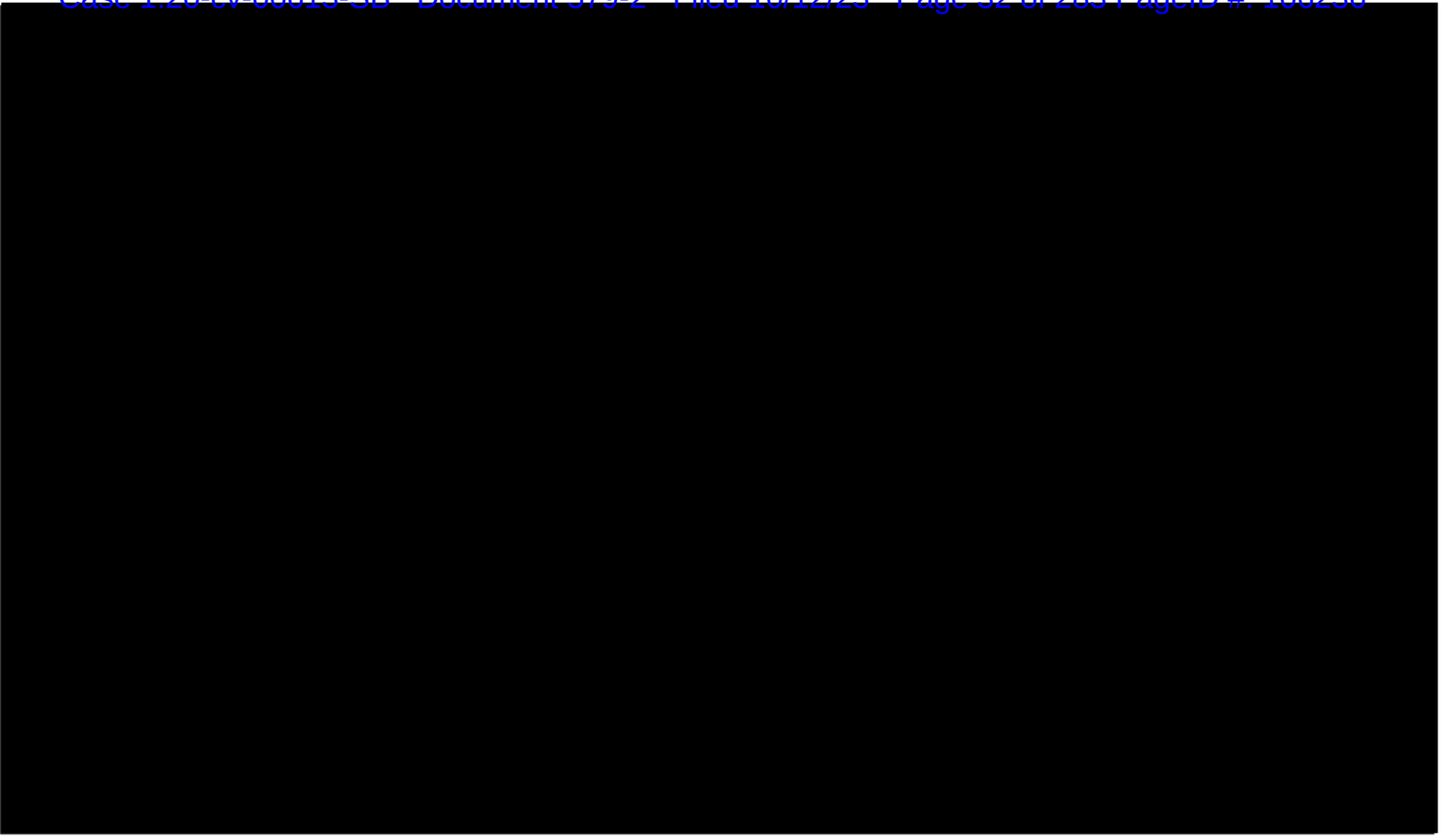


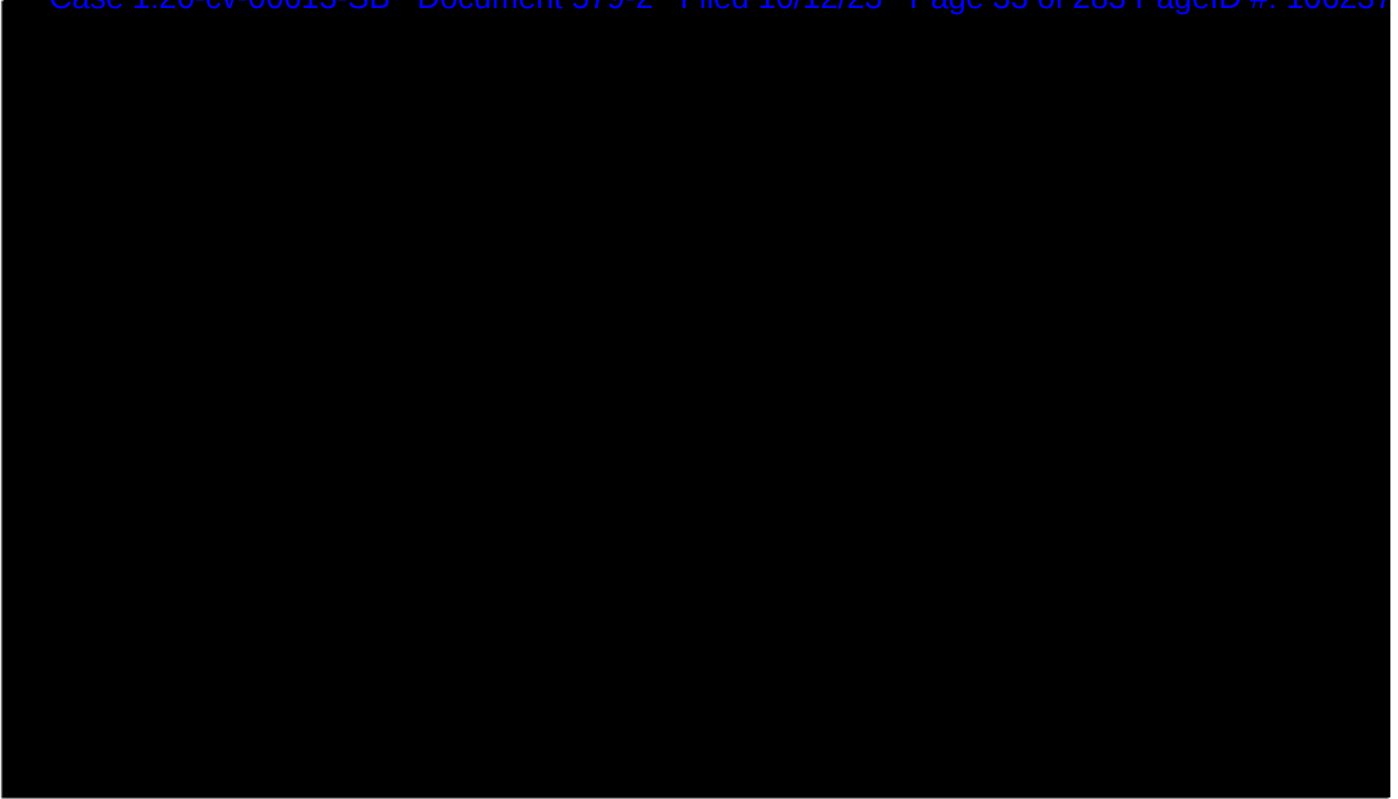




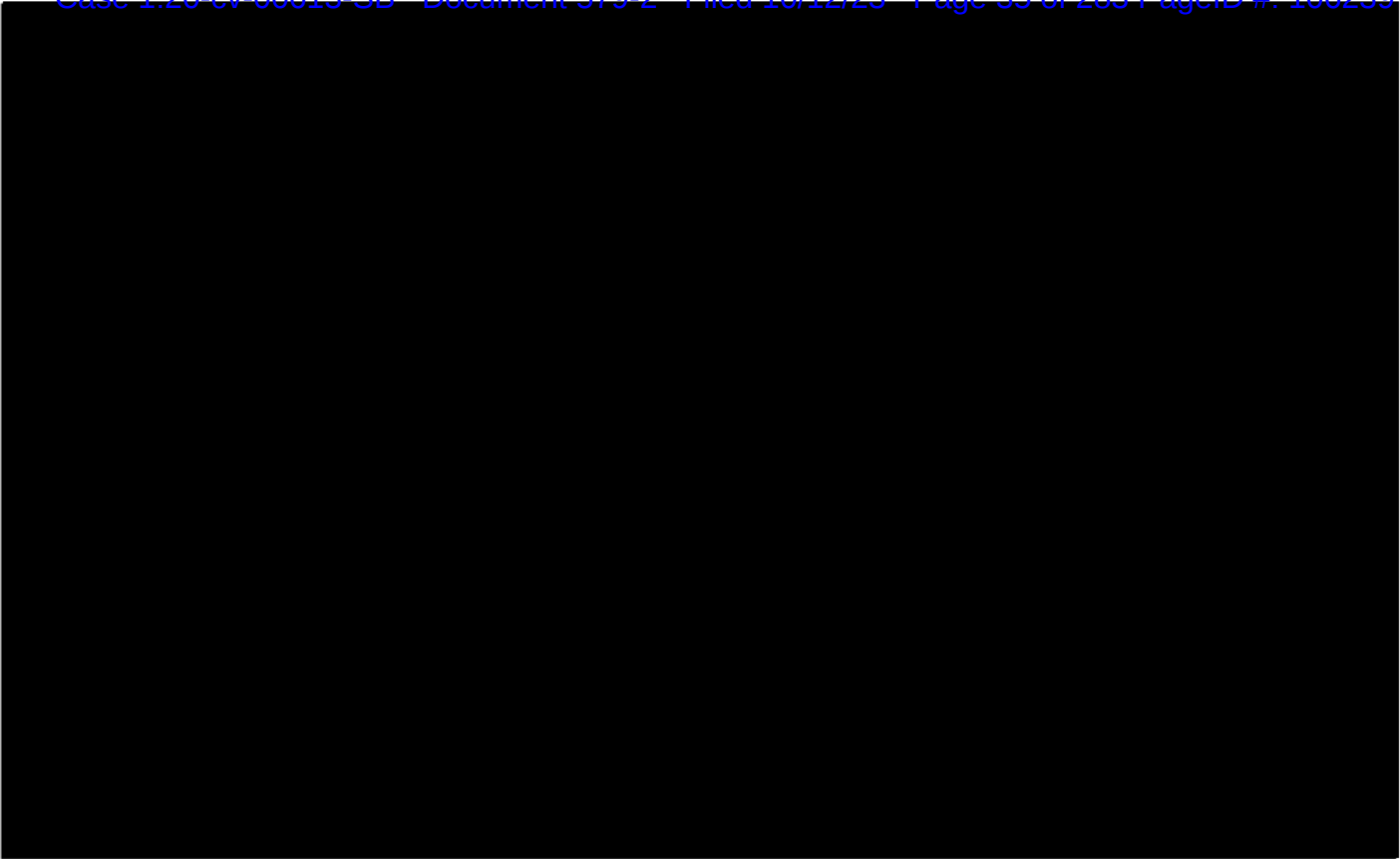


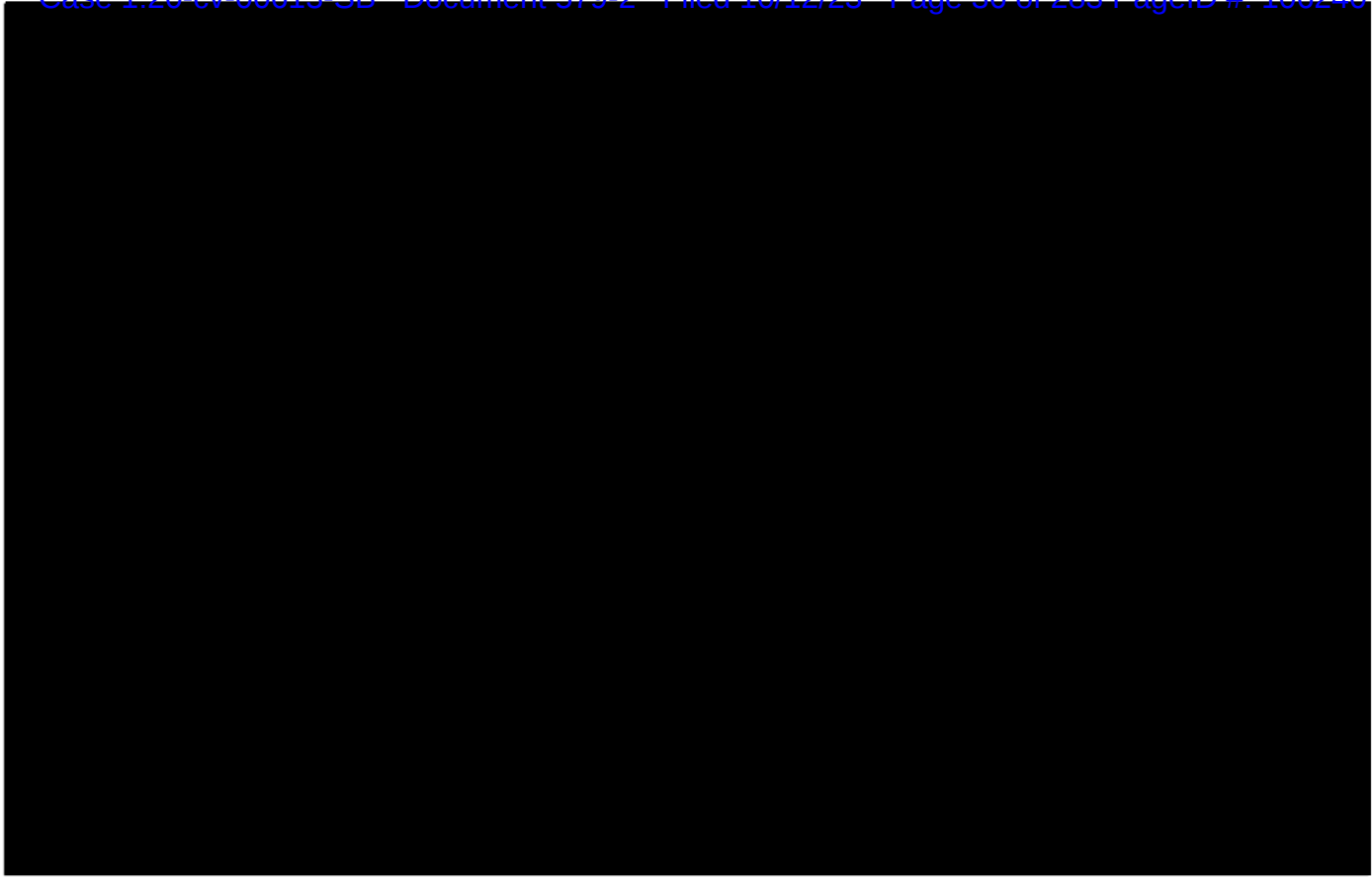


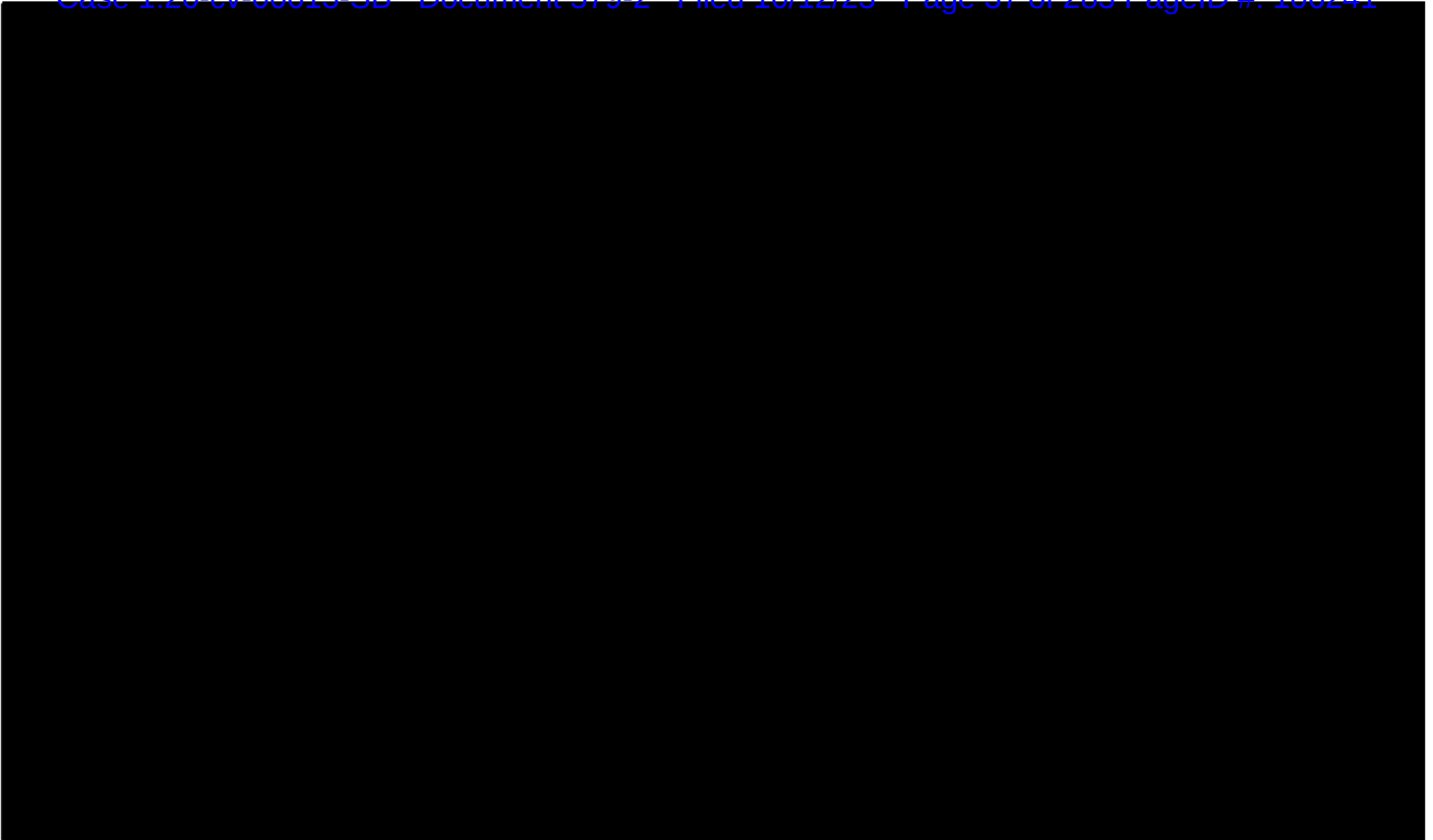












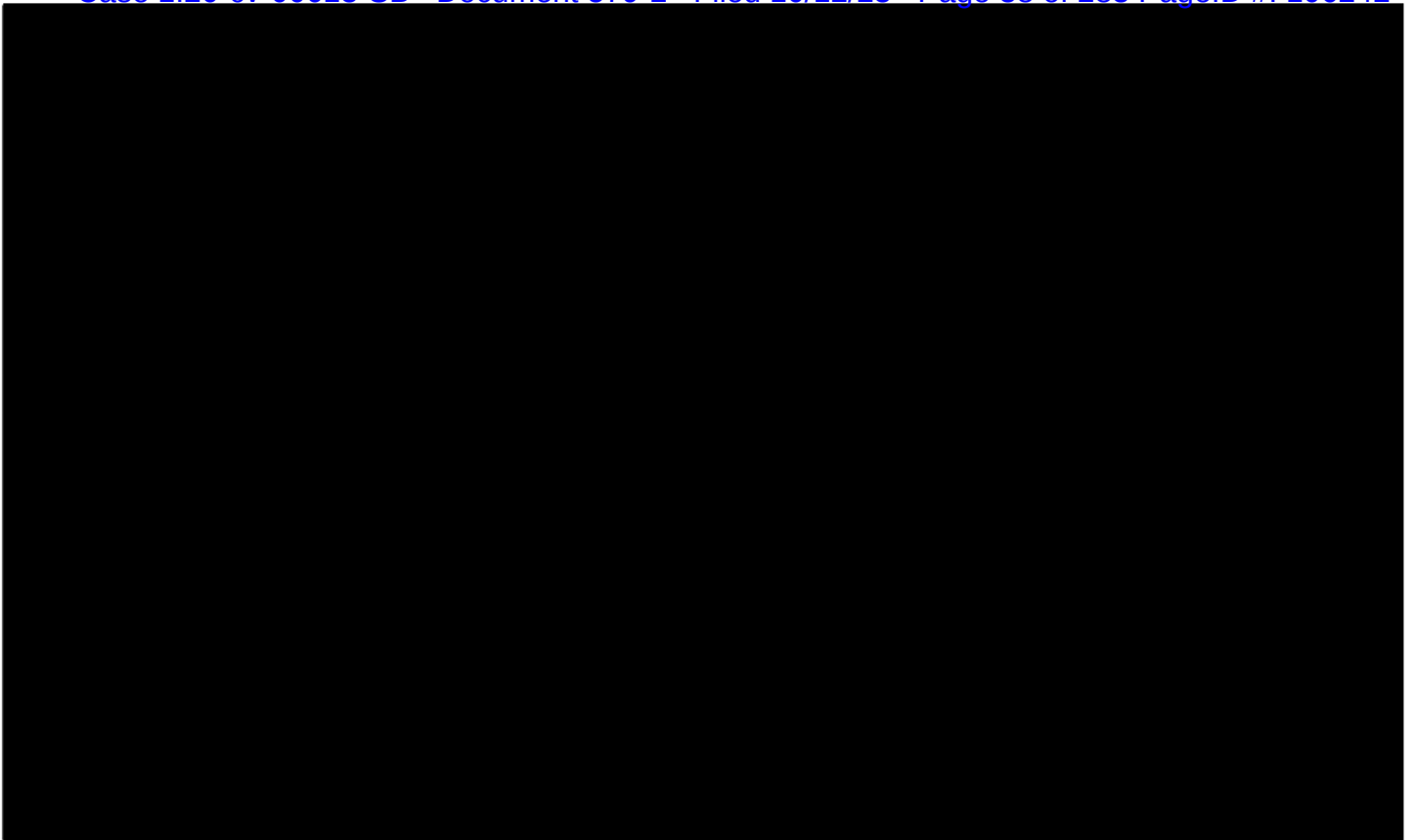
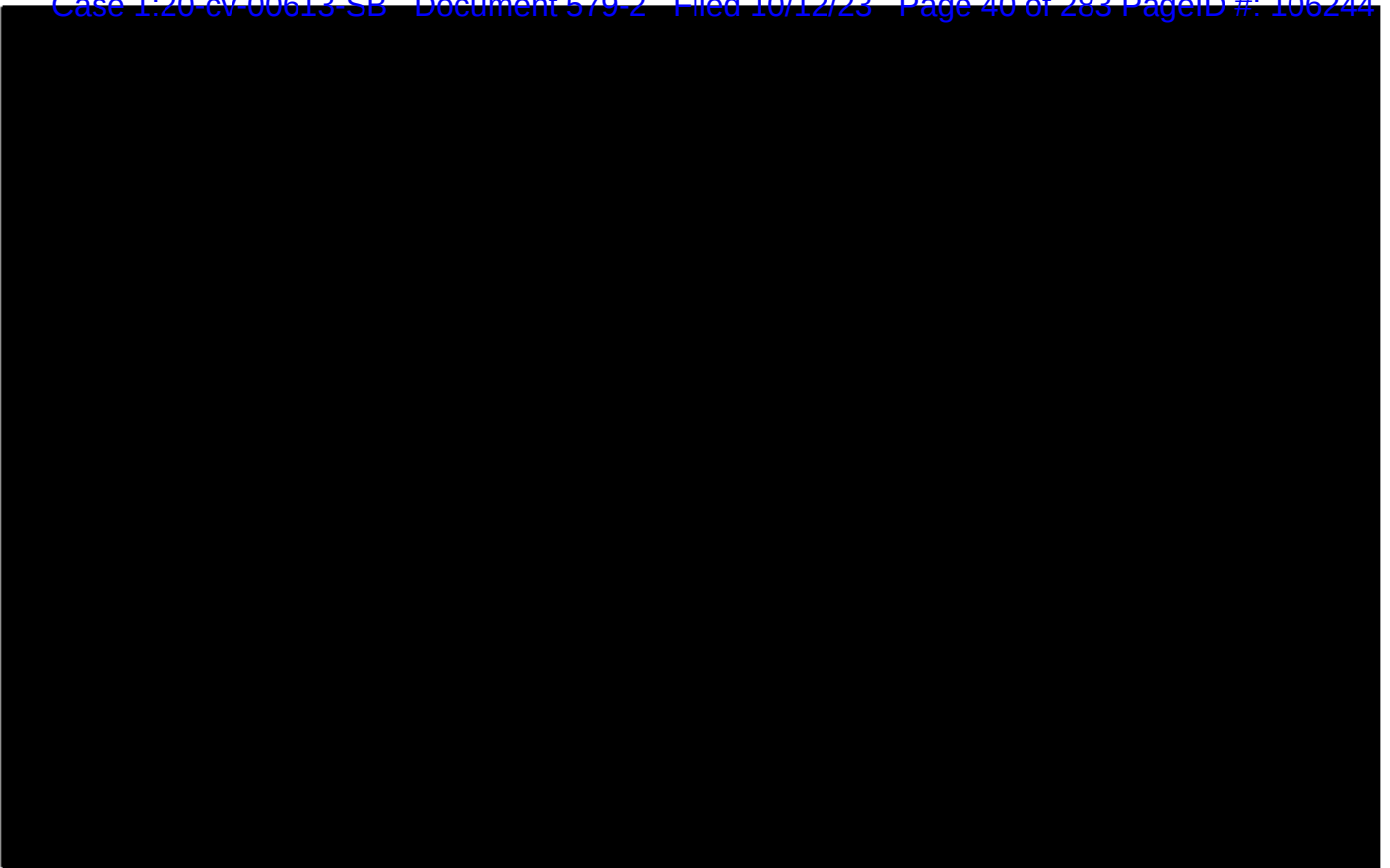
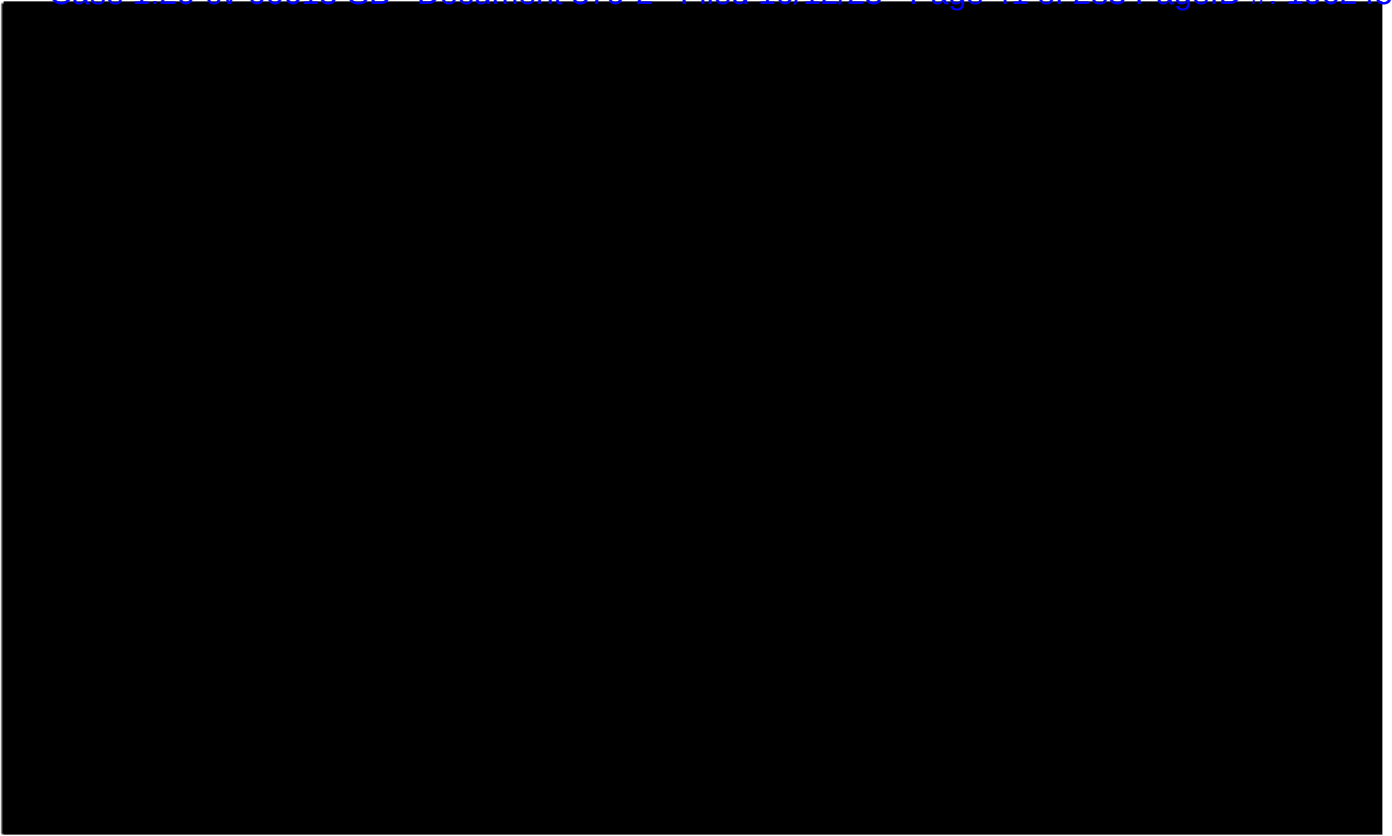
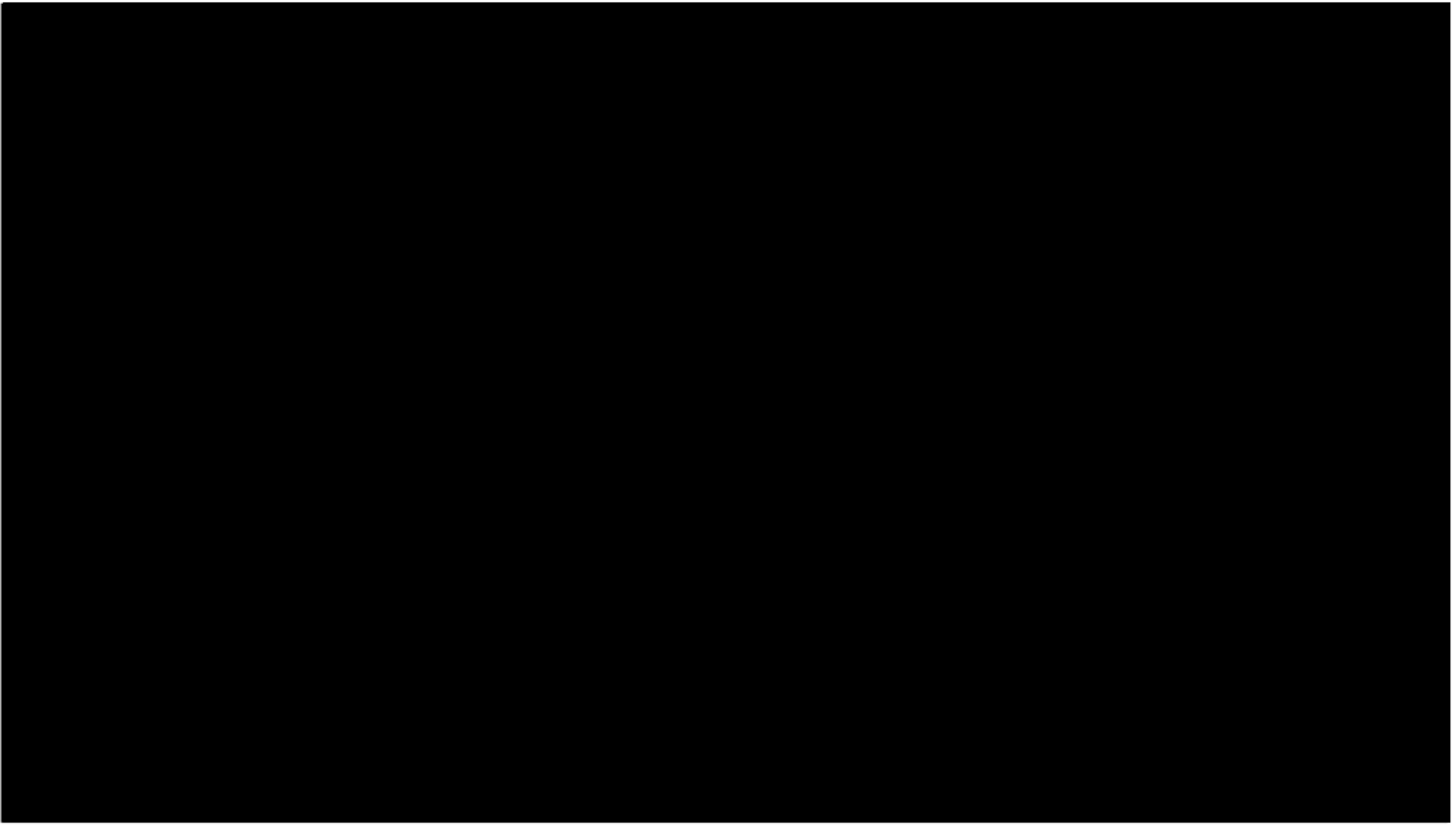


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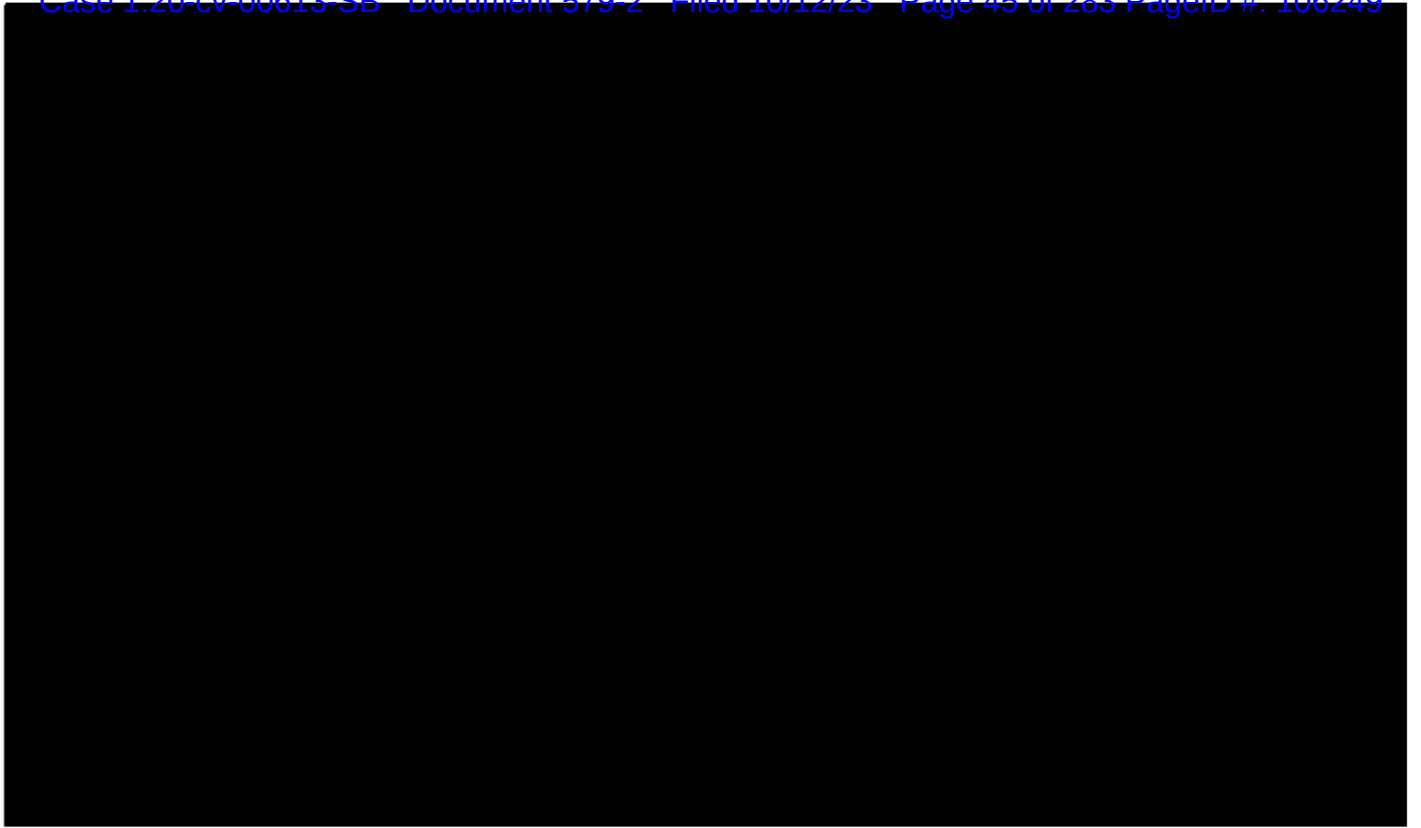


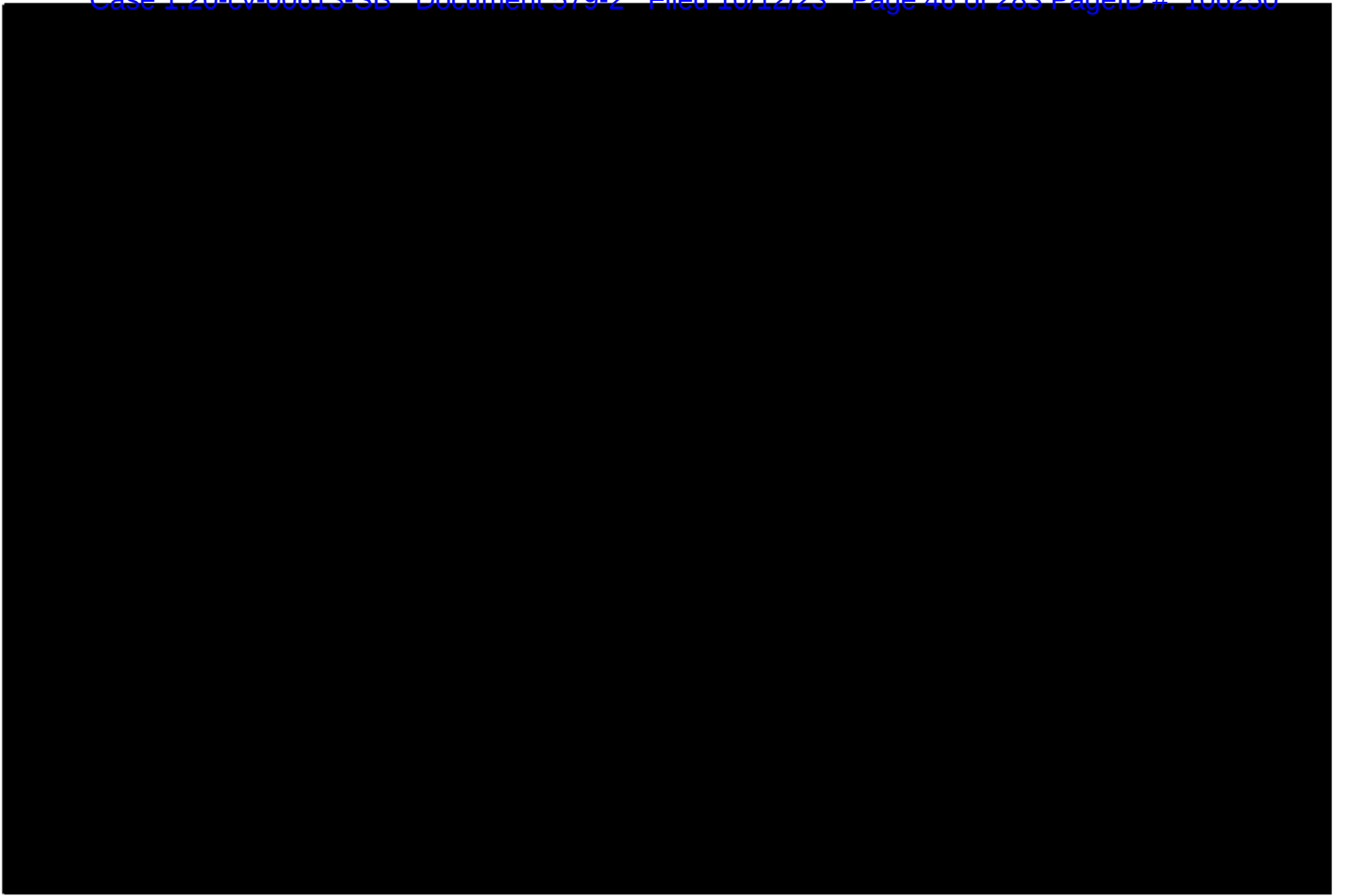


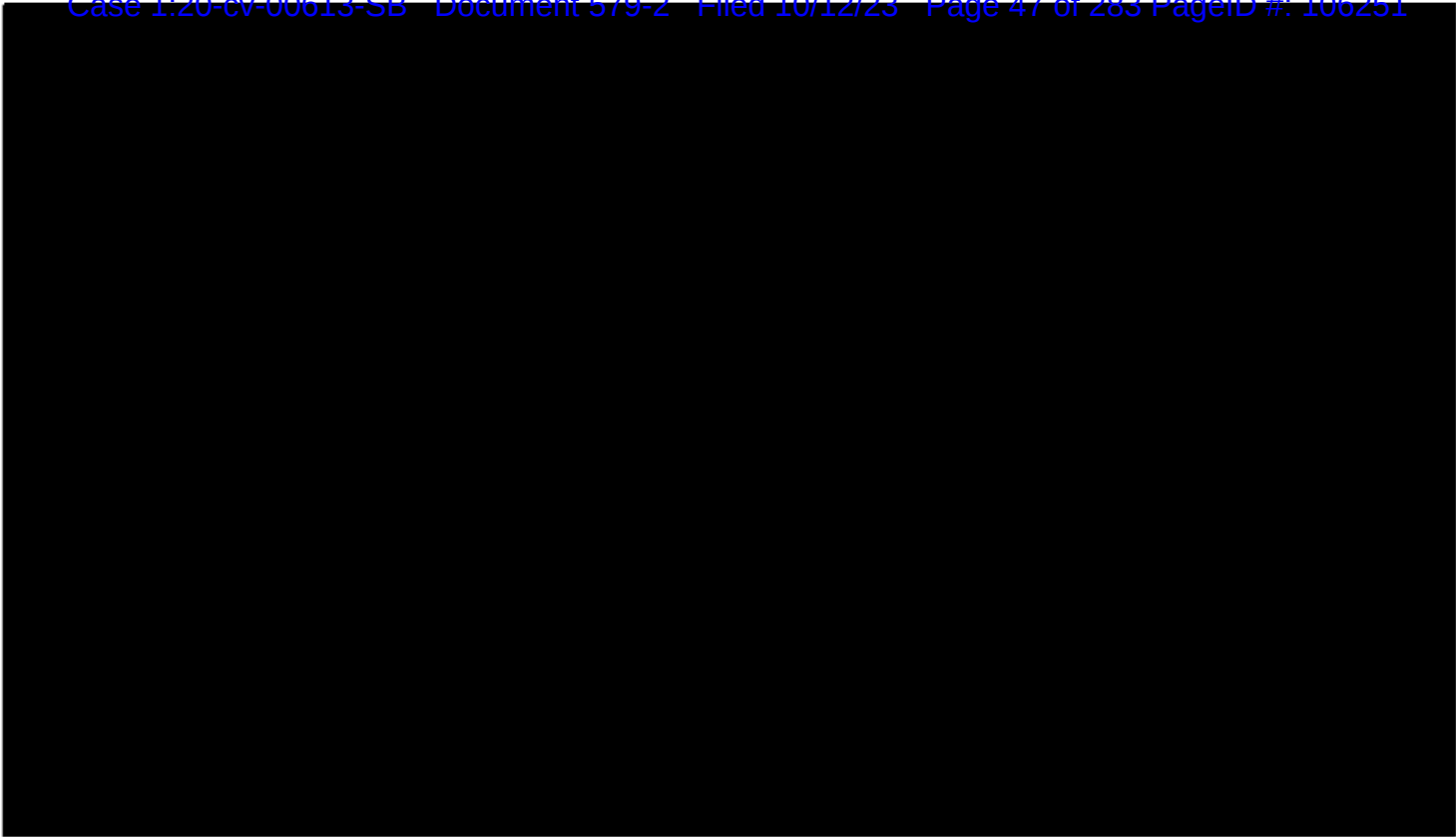


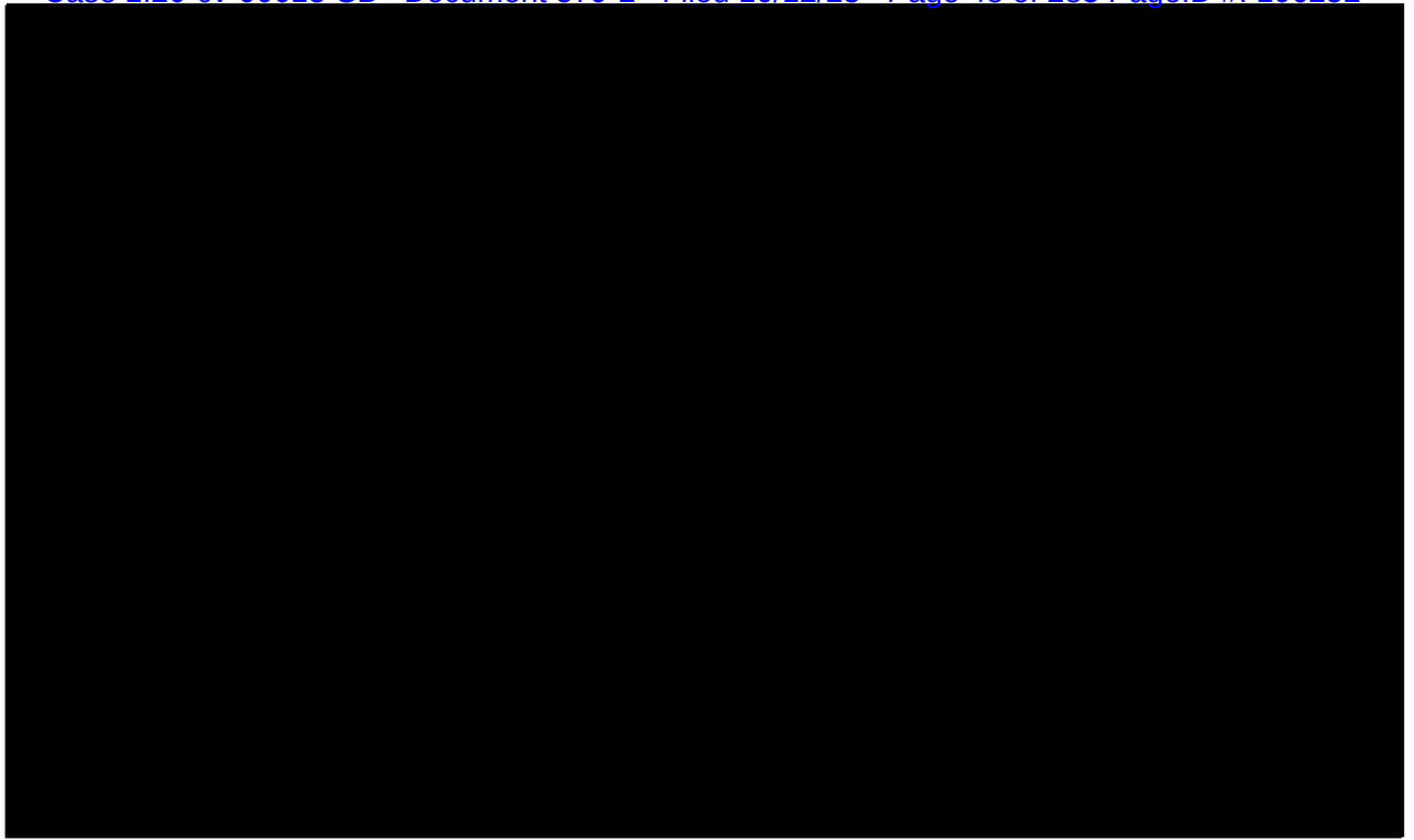


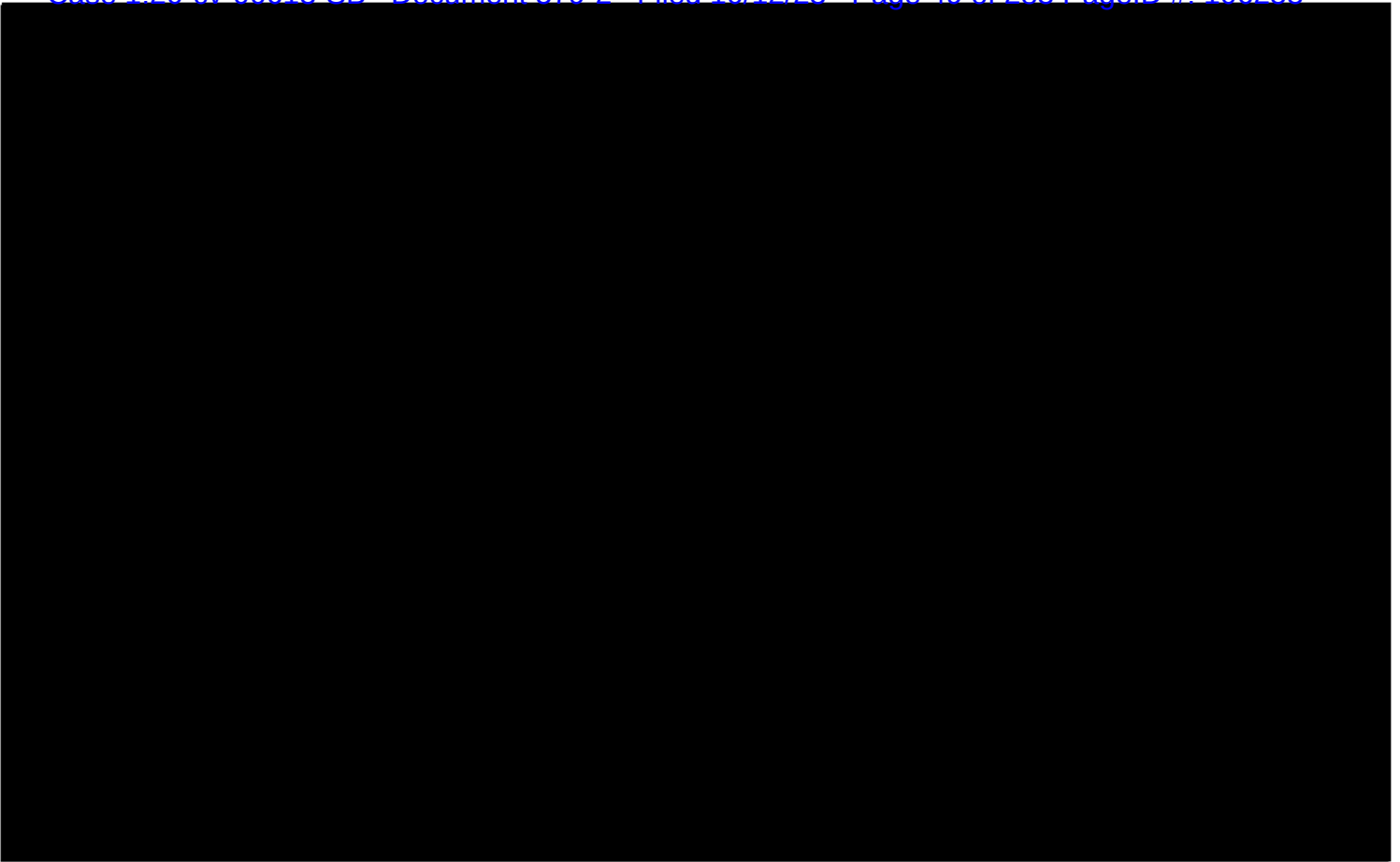


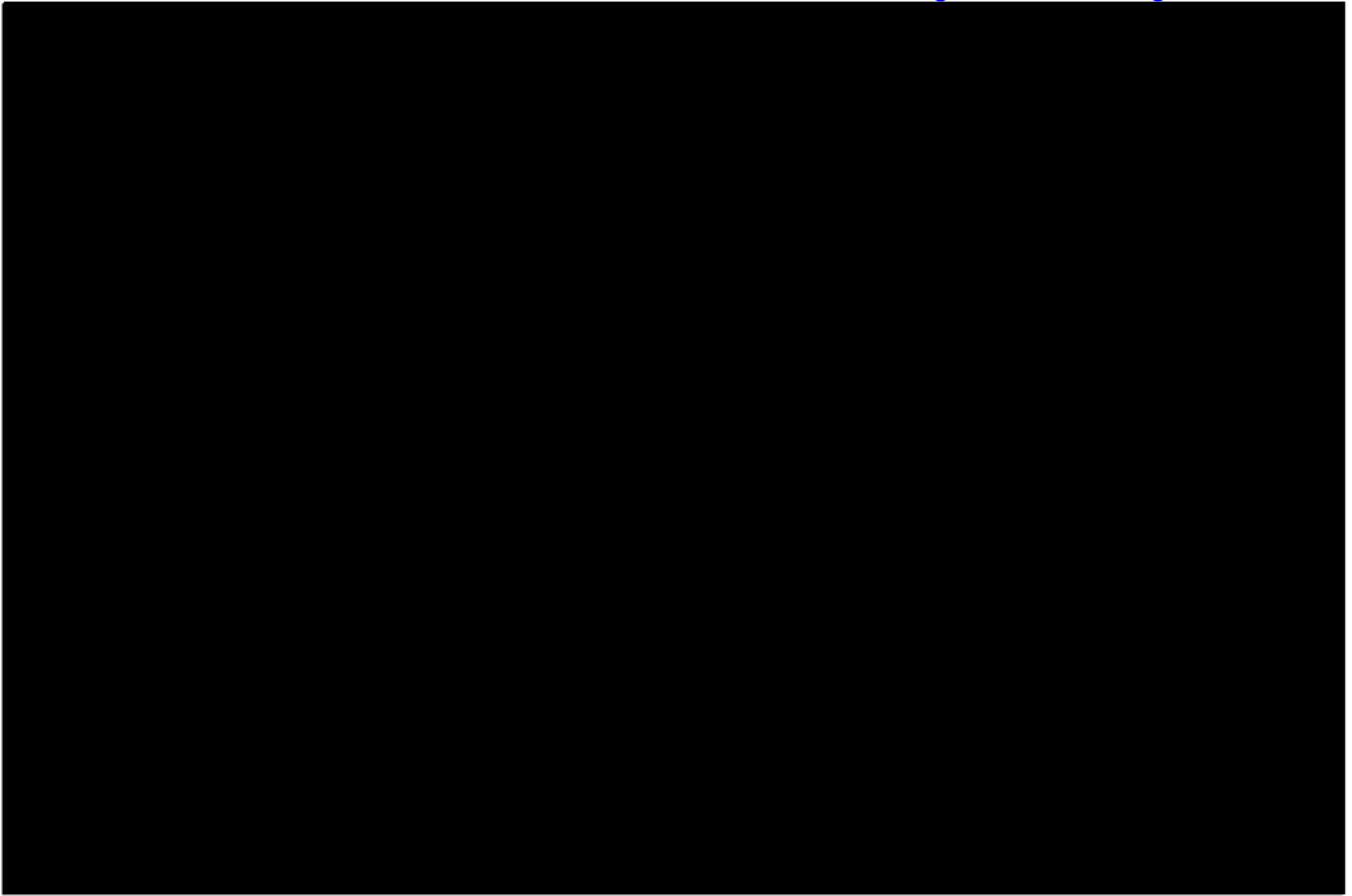












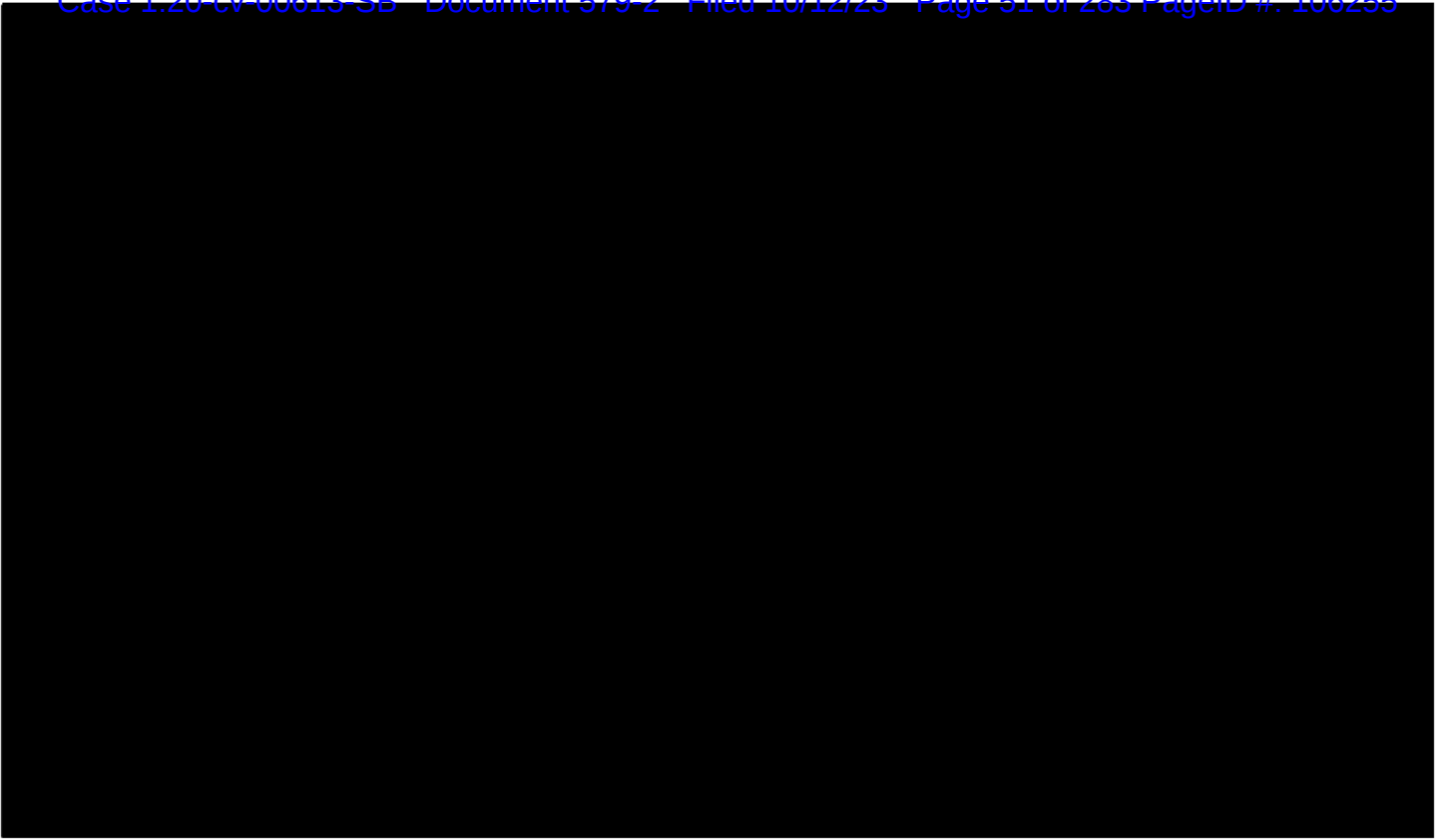
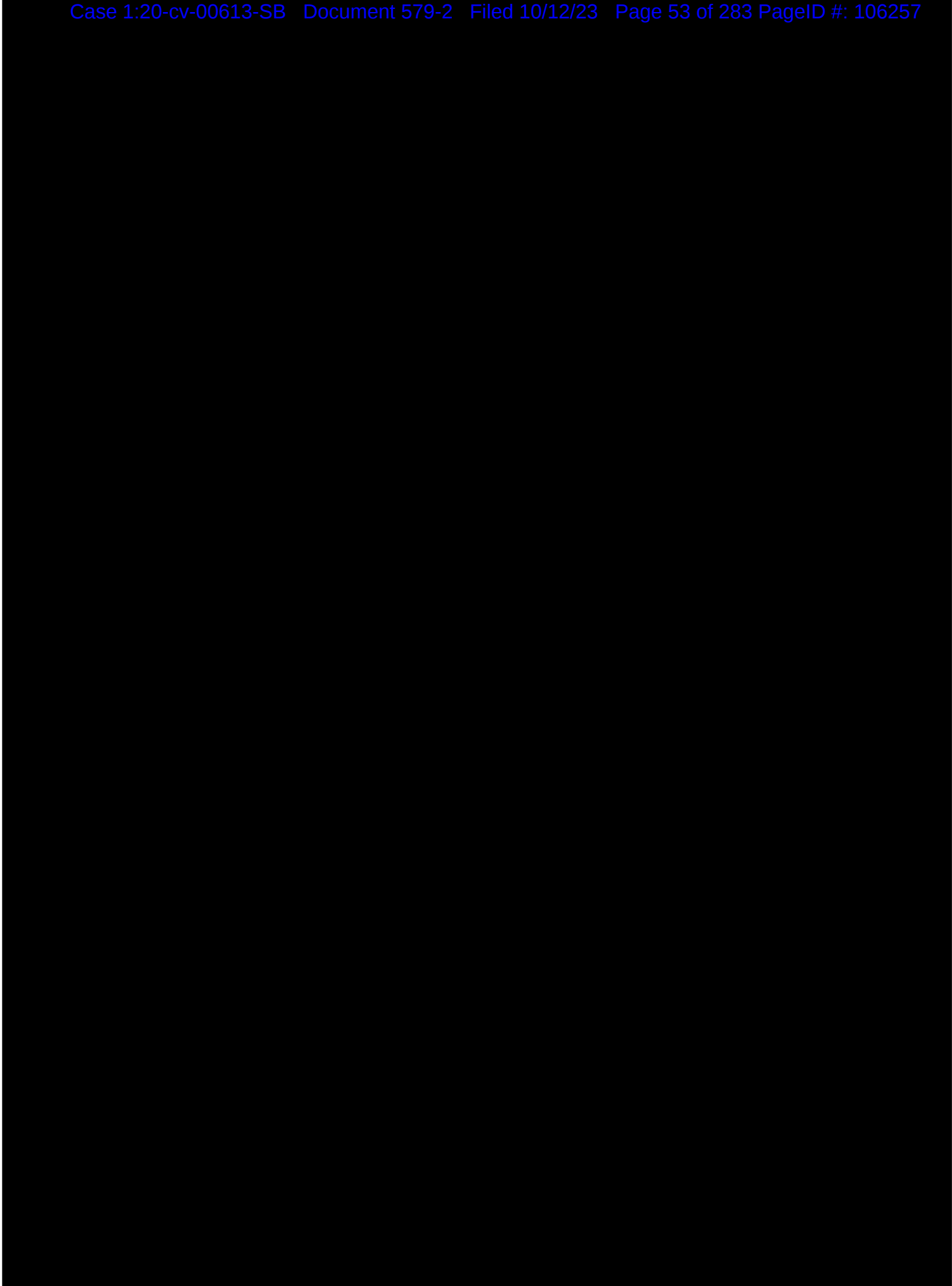
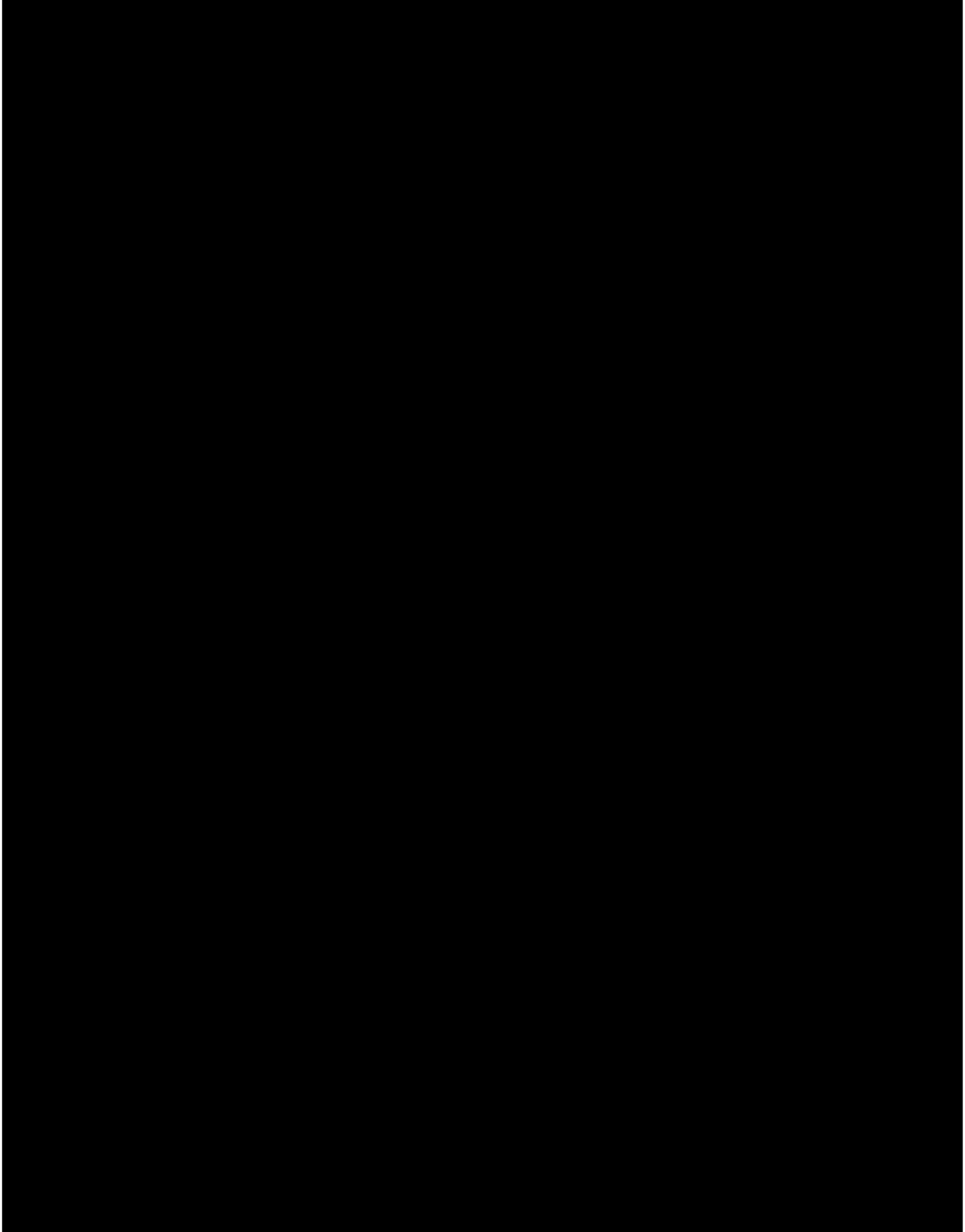
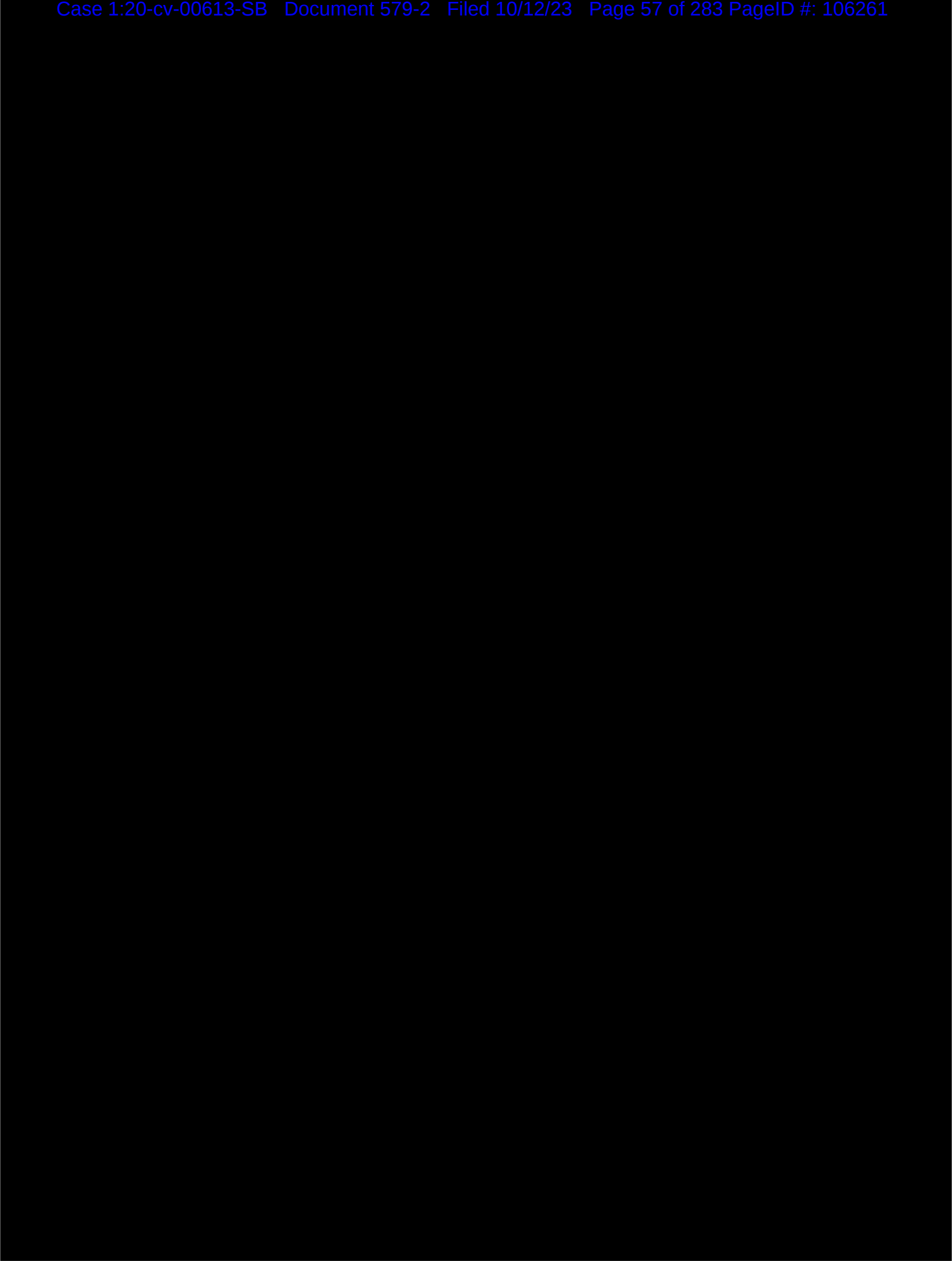
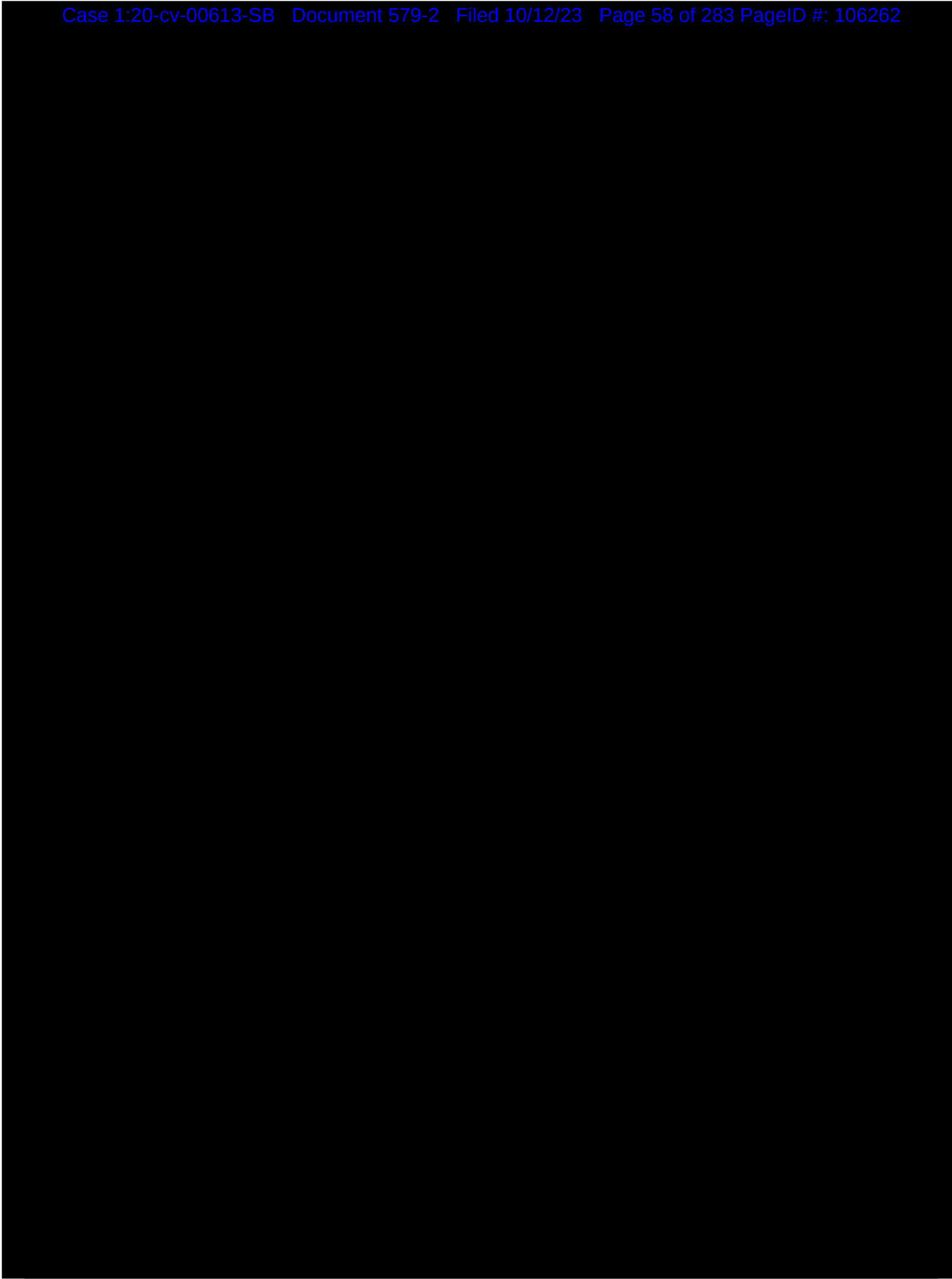


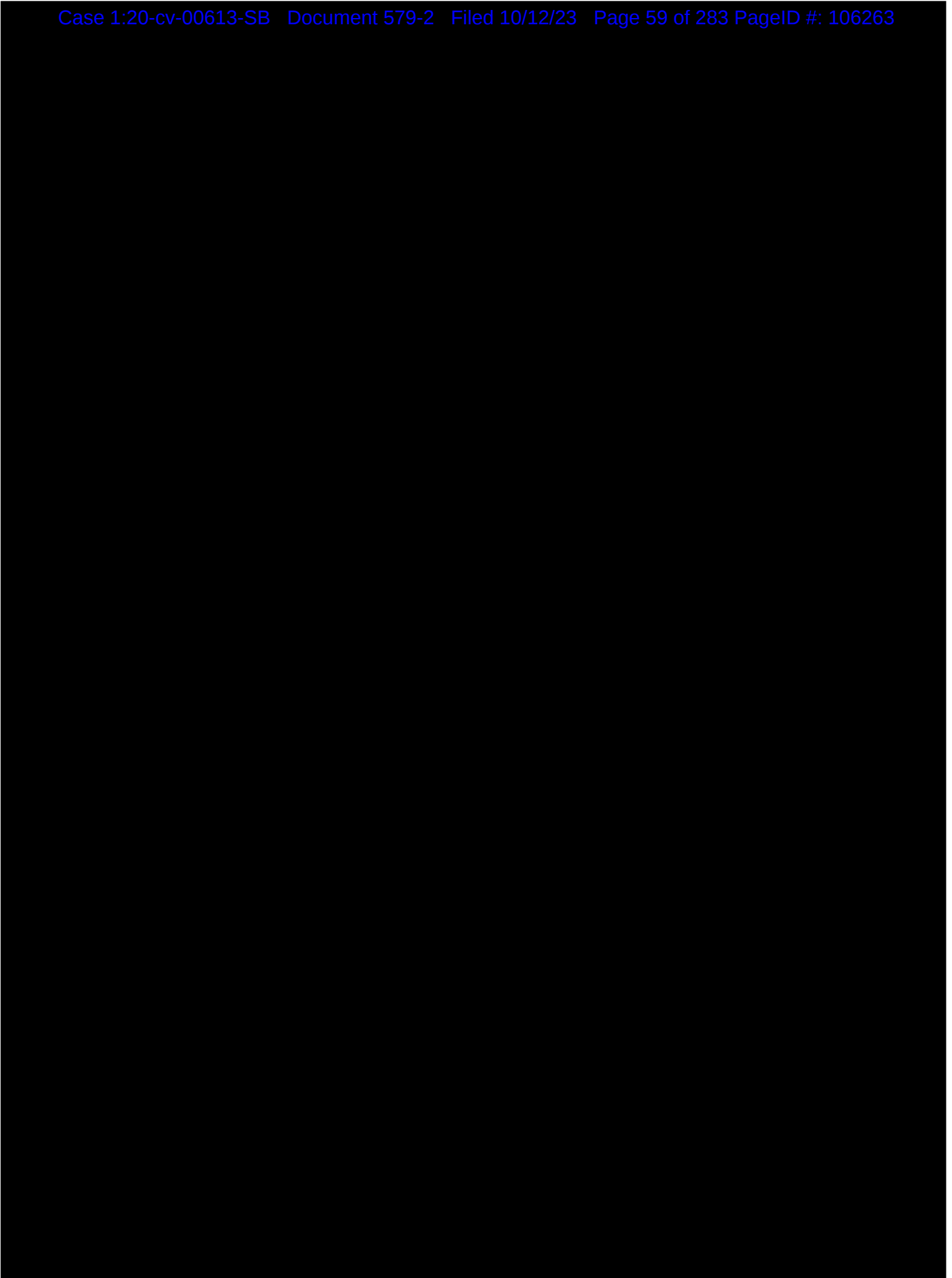
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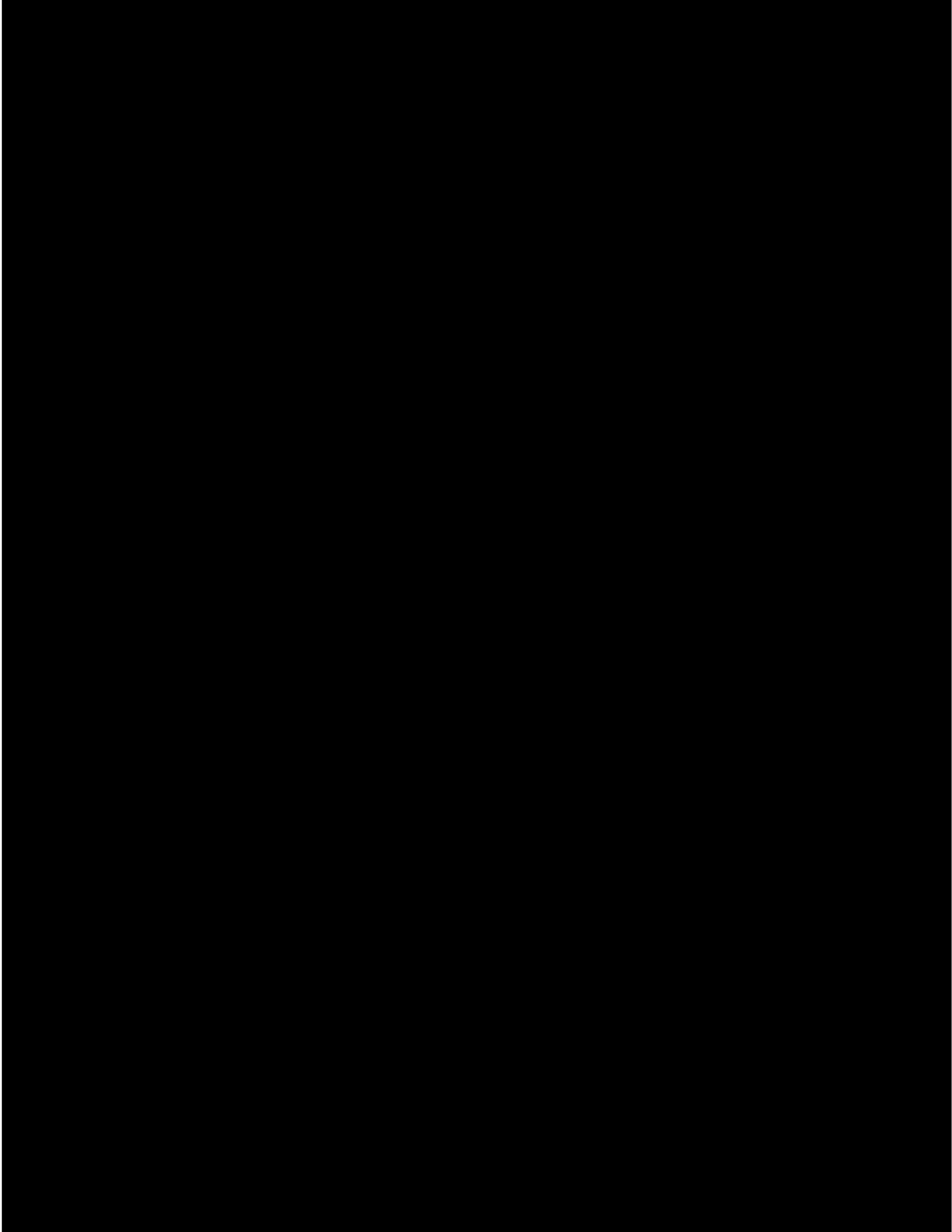


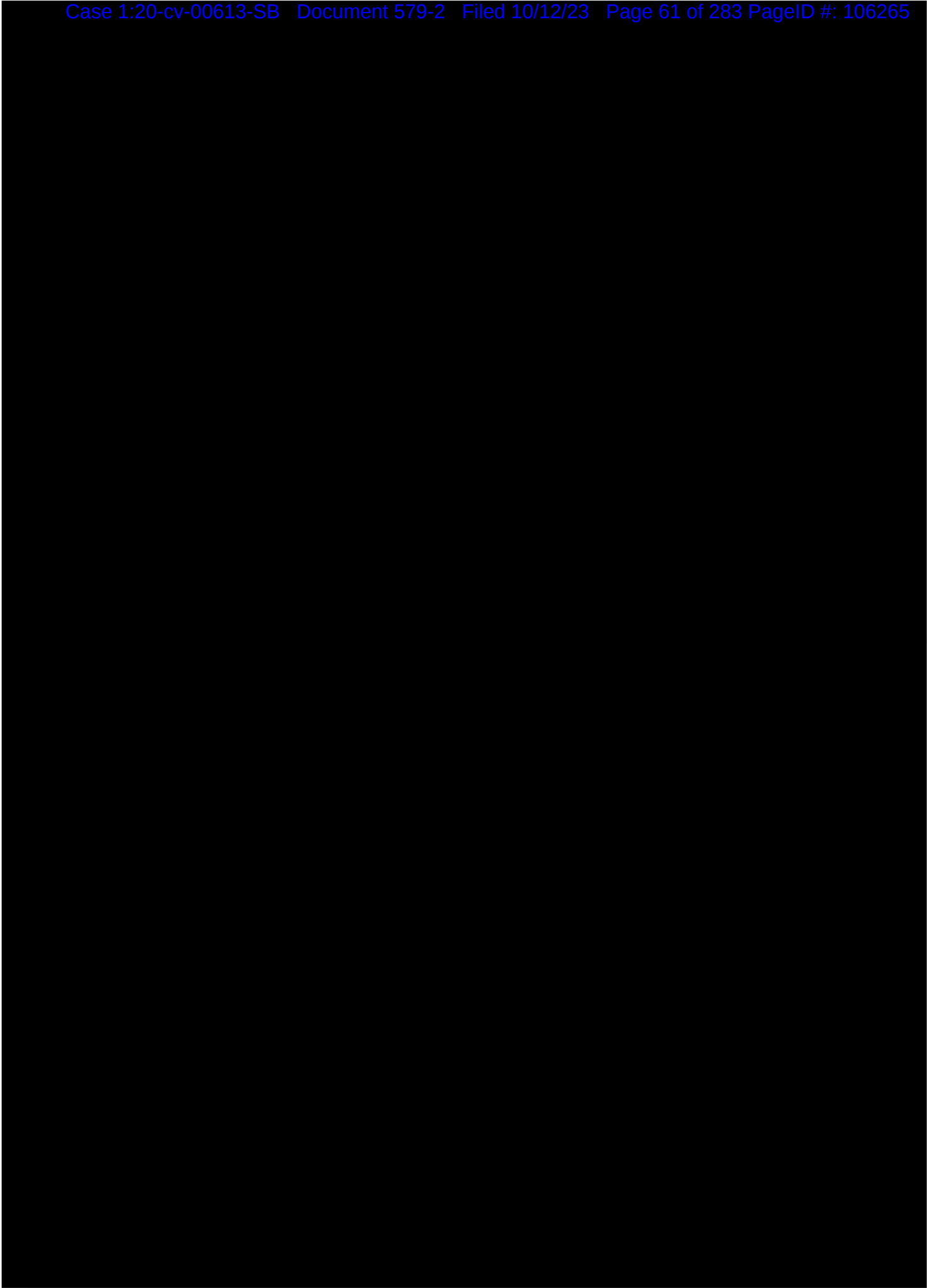


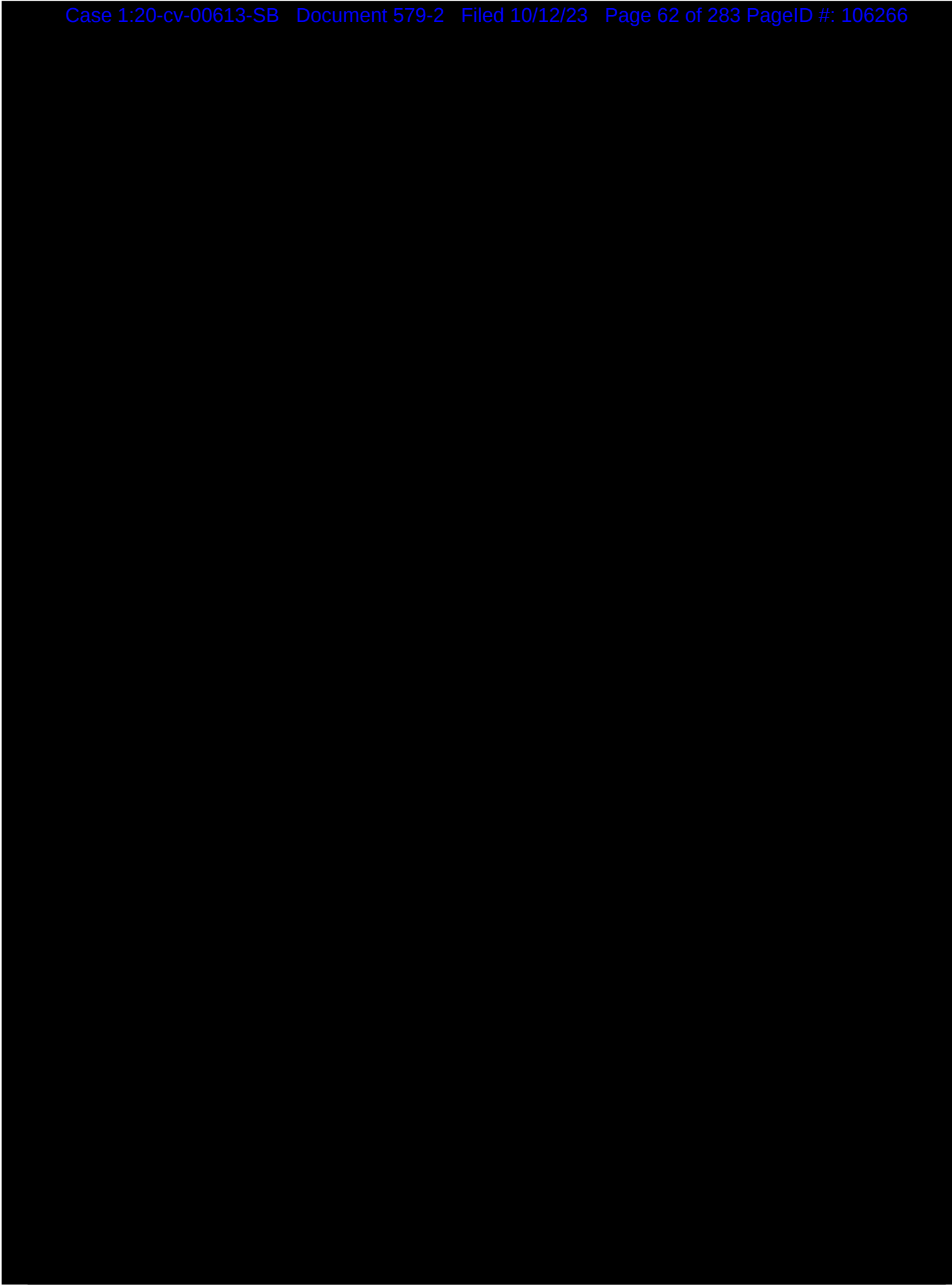


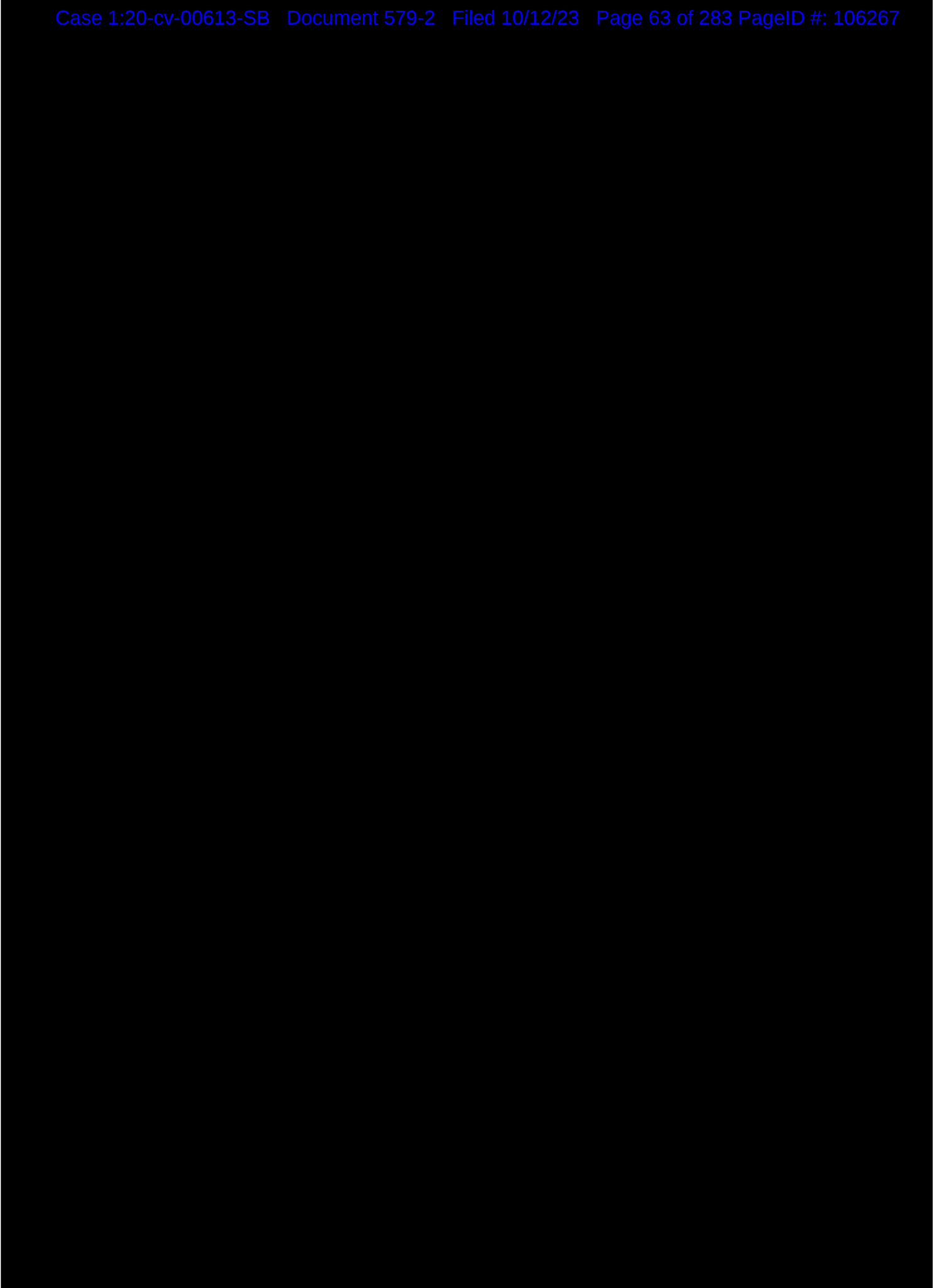


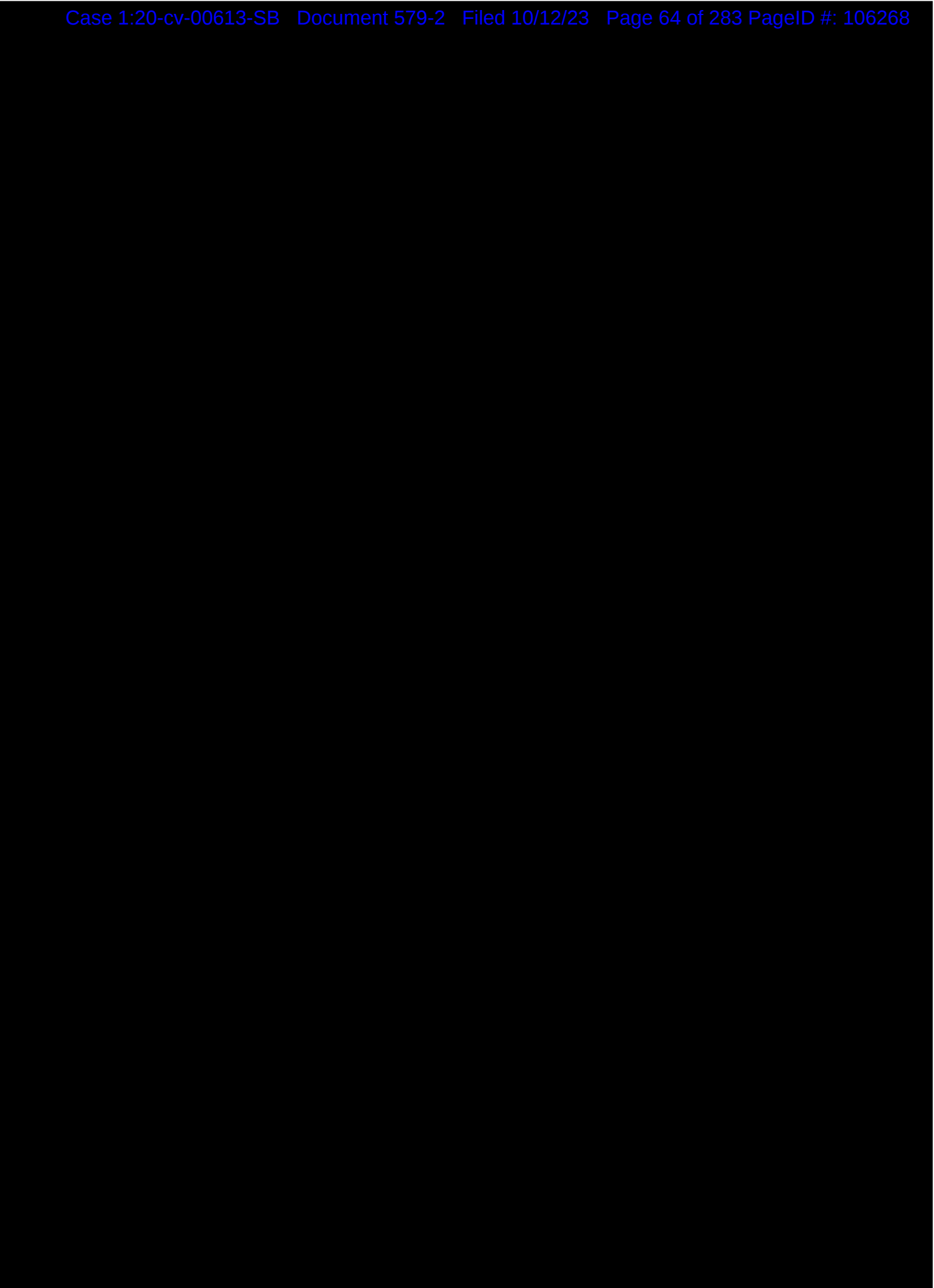


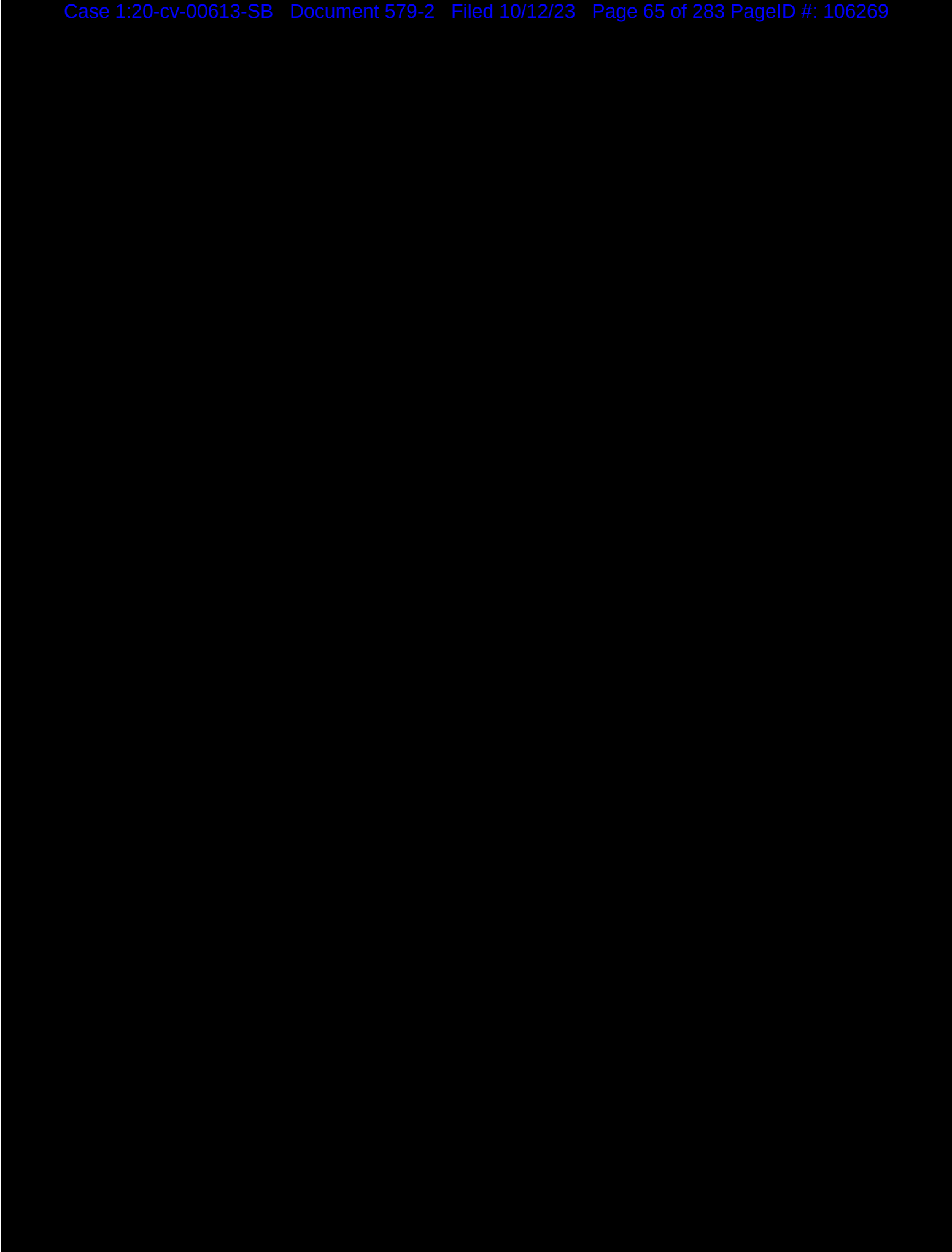


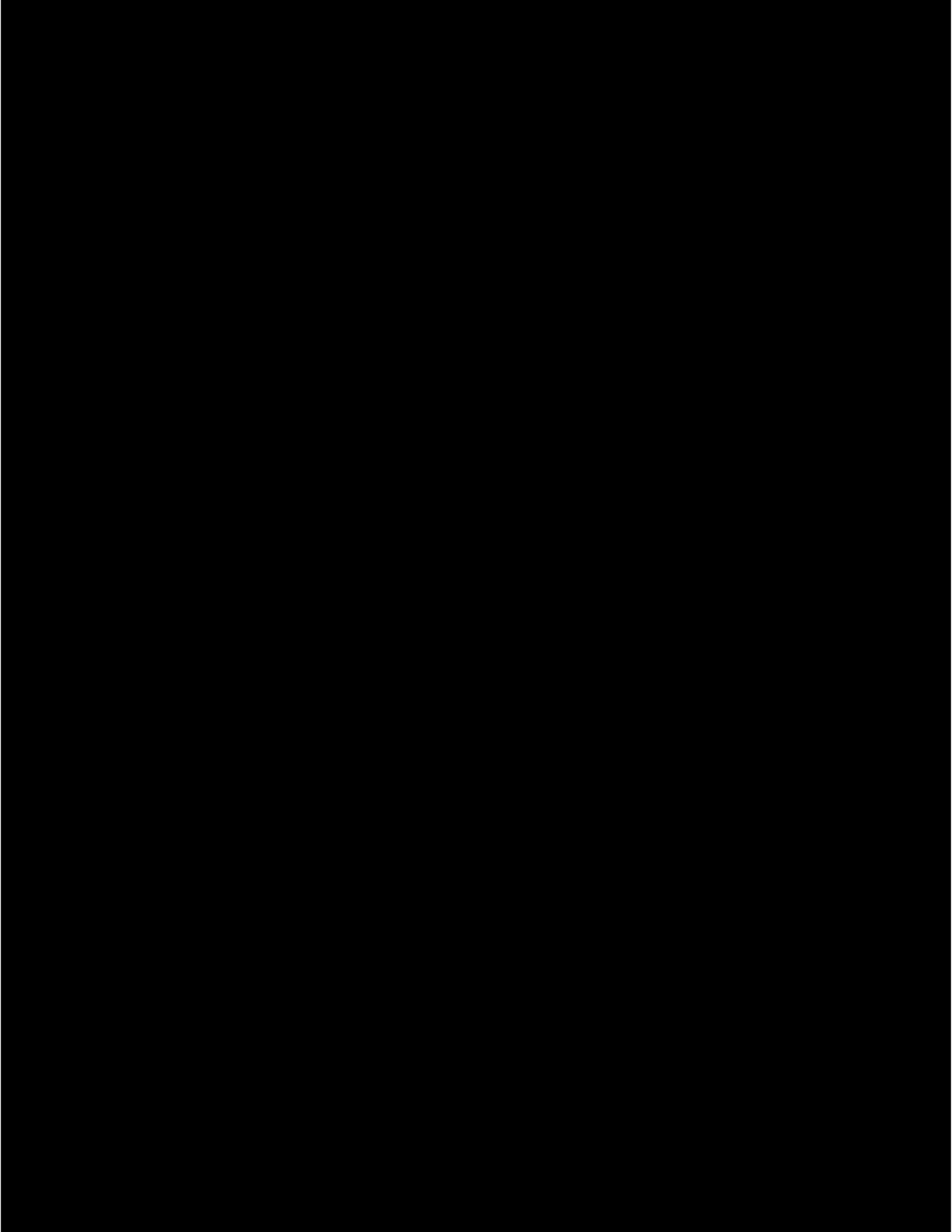


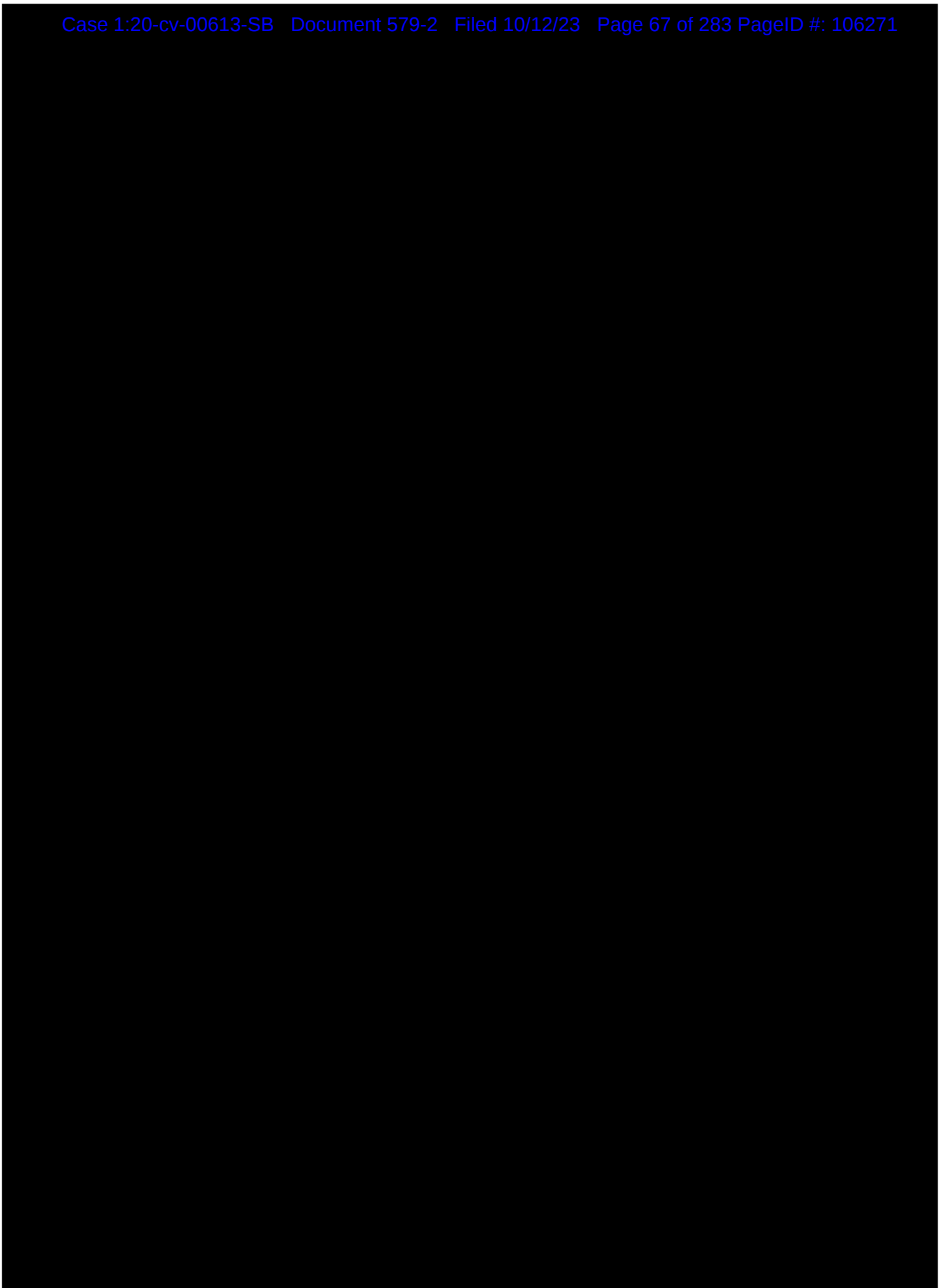


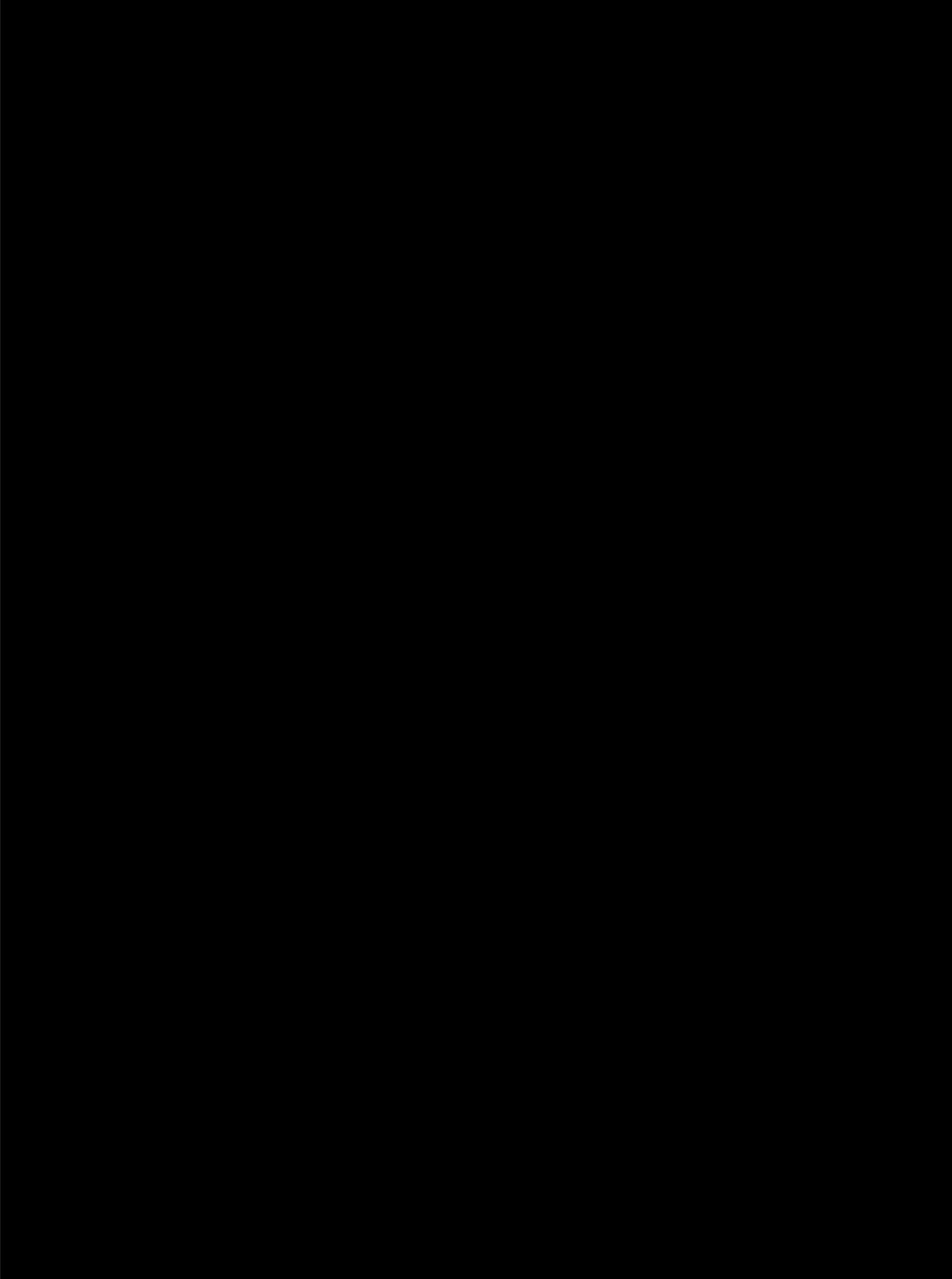


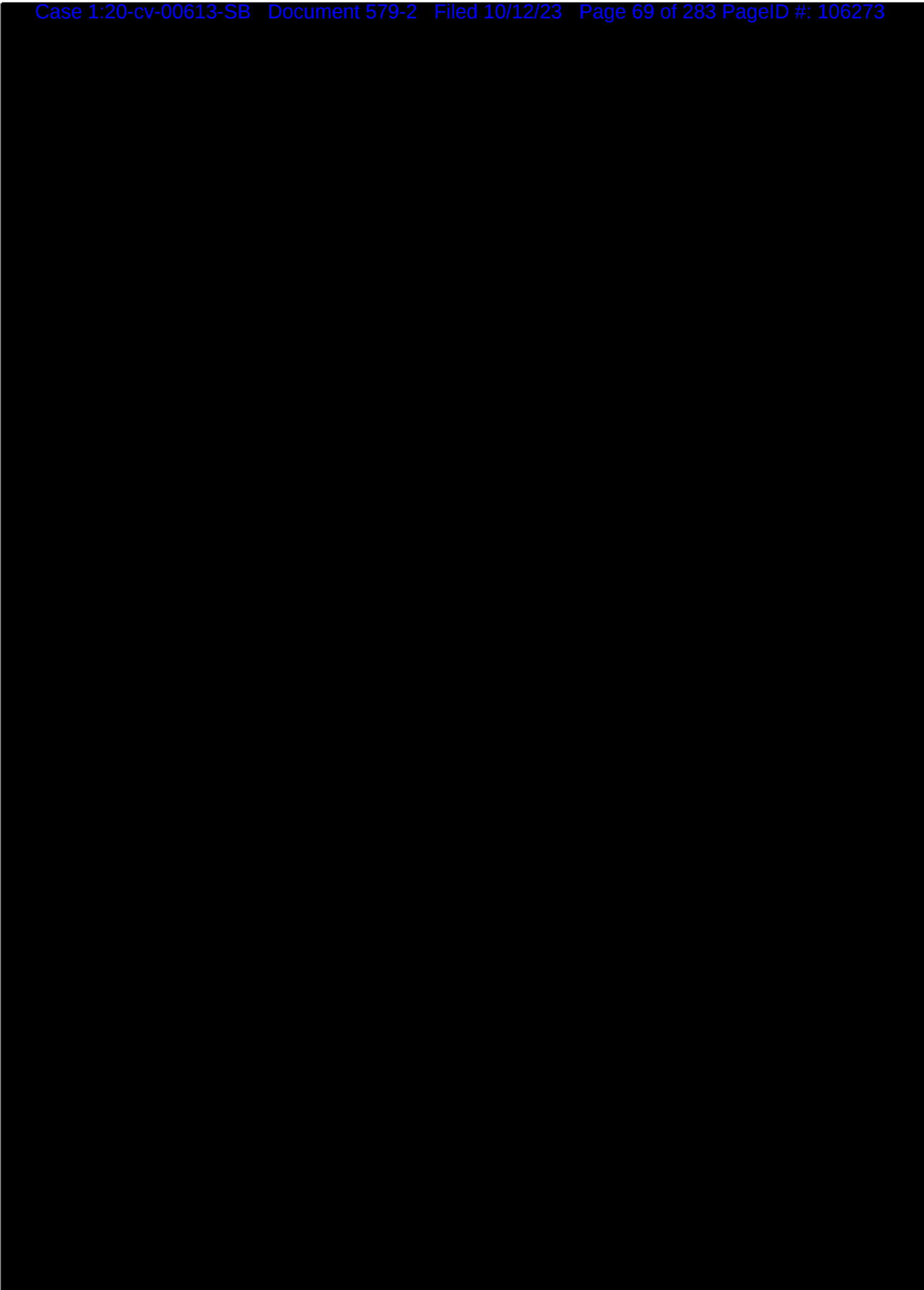


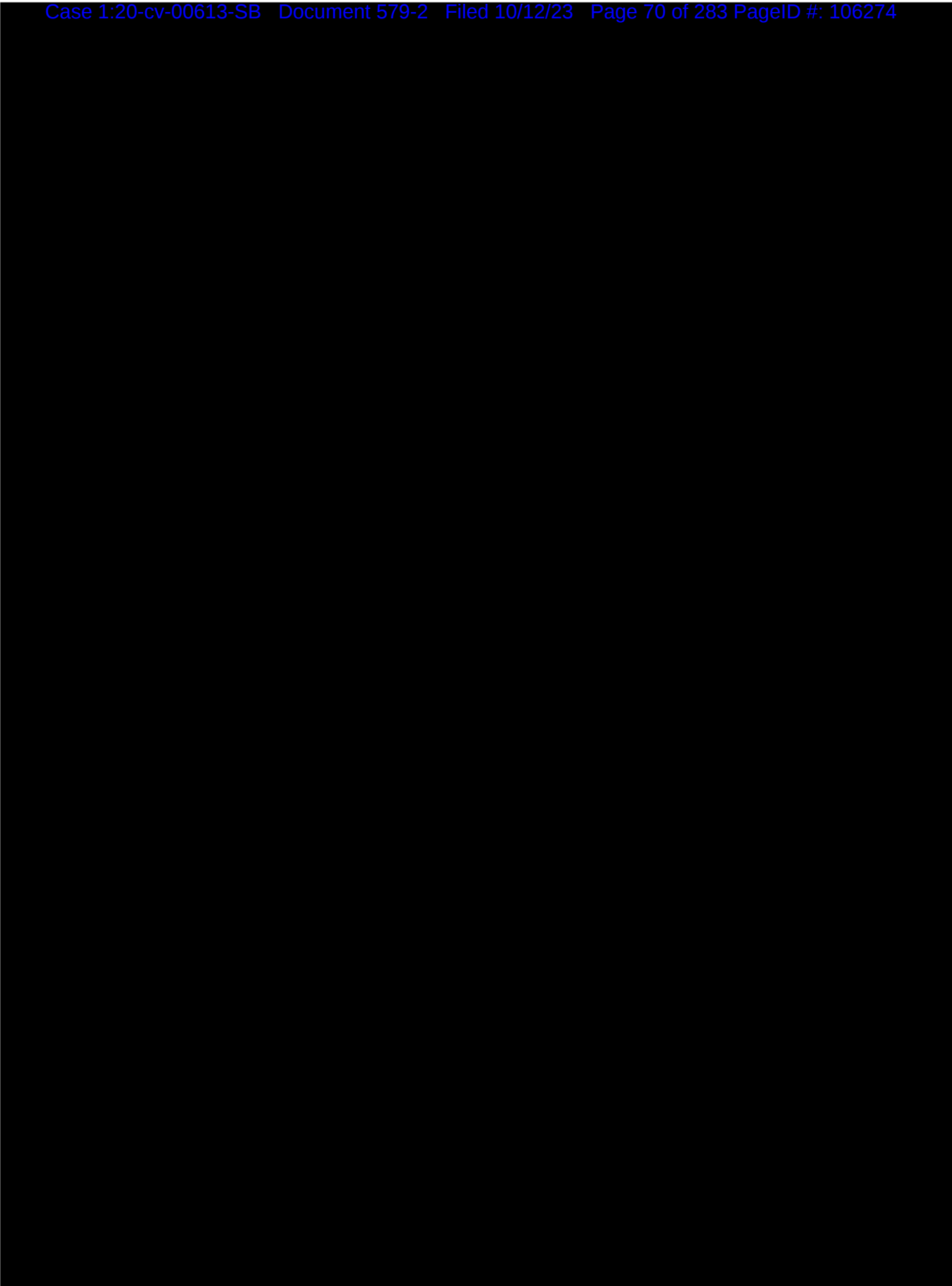


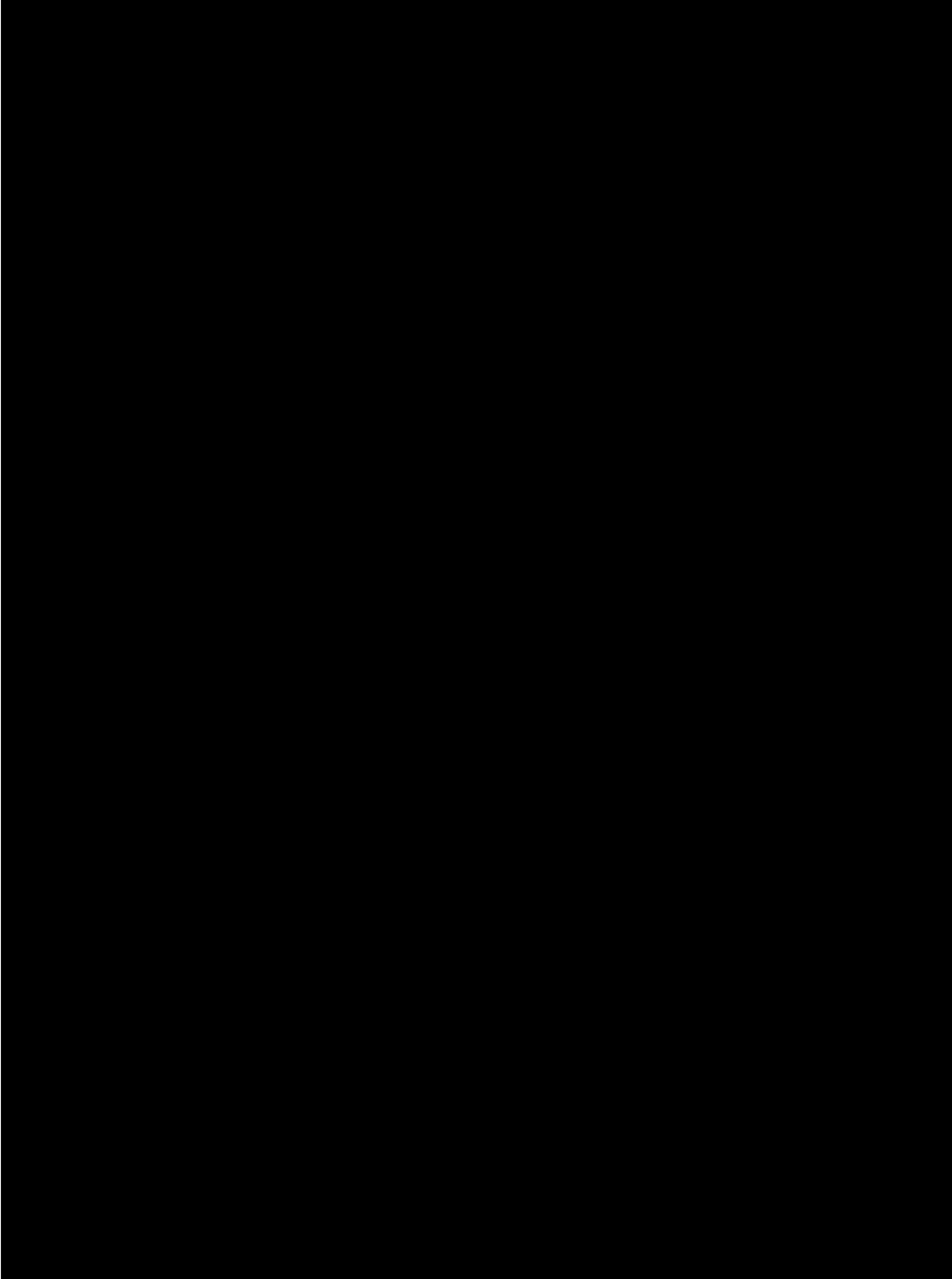












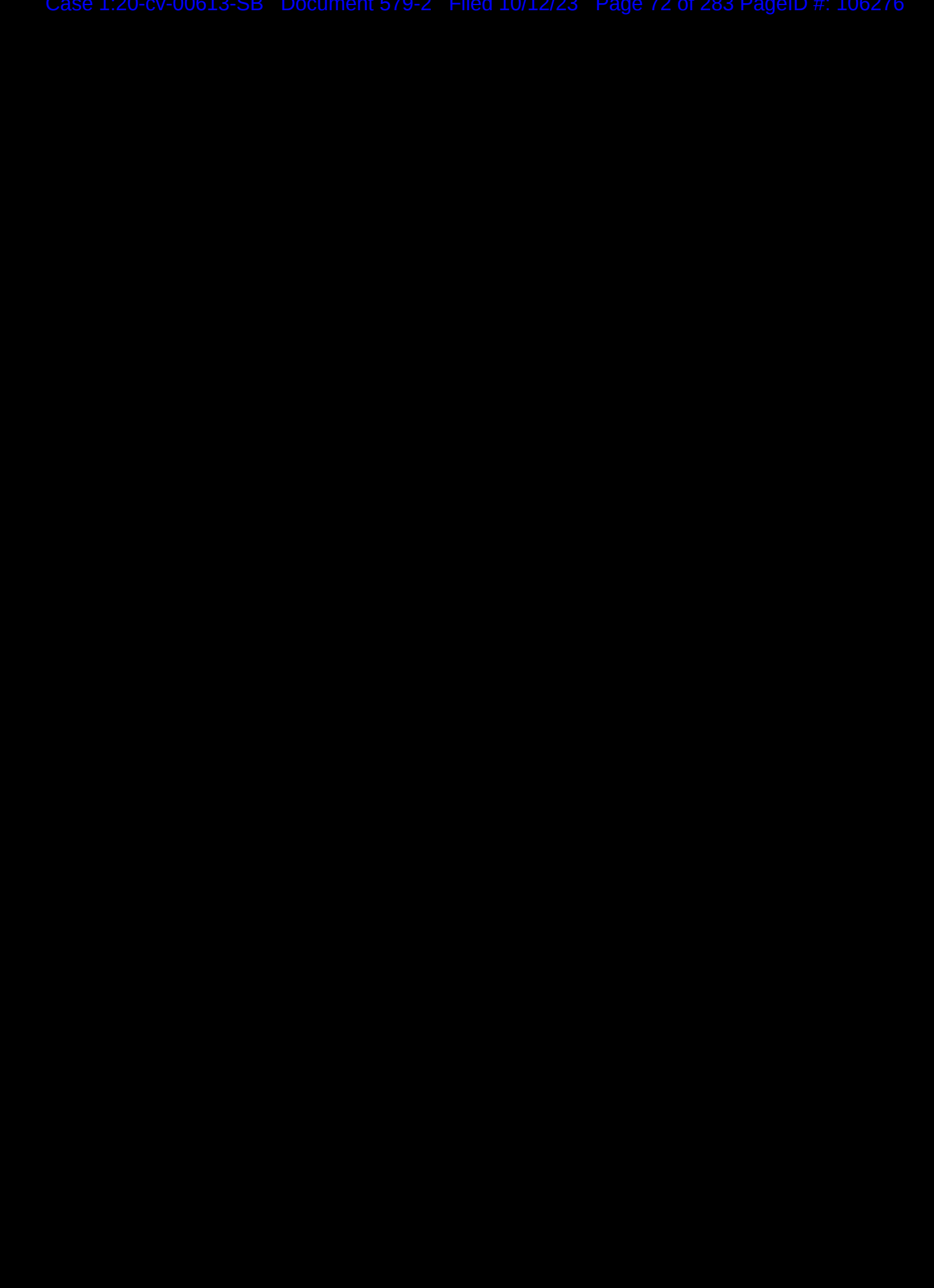


EXHIBIT DD



JANUARY 28, 2020

Thomson Reuters Legal Data Now Available Through APIs

Data from Westlaw Edge Litigation Analytics, Practical Law can be integrated into systems, workflows.

MINNEAPOLIS-ST. PAUL, January 28, 2020 – Building on its industry-leading innovation, Thomson Reuters announced that data from Westlaw Edge Litigation Analytics and Practical Law will be made available through application programming interfaces (APIs) to help meet customers' evolving needs and expectations.

By leveraging Thomson Reuters Legal Data APIs, legal professionals can combine Thomson Reuters data with internal data to get a more comprehensive view and gain greater insights that will lead to more informed decisions, while also driving efficiencies and helping them strategically target new business opportunities.

"Our customers are continually seeking insights that will help them raise their service for their clients and operate more effectively and efficiently," said Tony Kinnear, president of Thomson Reuters Legal Professionals. "Co-developing side by side with innovative customers to provide our editorially curated content through APIs allows us to deliver entirely new capabilities through a more open and collaborative approach."

The Litigation Analytics API, combined with the firm's information, provides a holistic view creating significant efficiencies and delivering enhanced details to improve management of client expectations, generate new business development strategies and enhance knowledge management.

As part of the co-development process, Katherine Lowry, director of Practice Services for BakerHostetler and lead of IncuBaker, part of the firm's newly launched Digital Assets and Data Management Group, noted the value data integration delivers. "IncuBaker is committed to driving our data management initiatives forward to serve our legal practice and our clients. IncuBaker's focus on data management enables us to build our own legal analytics offerings that are unique to our clients, and this is a key differentiator in the market. Working with Westlaw Edge Litigation Analytics API creates opportunities for us to join their expansive data with our internal data for seamless integration, and incorporating it as part of our initiative is a major step in the right direction."

For firms to take full advantage of the data through the Litigation Analytics API, collaborating with a third-party resource specializing in firm intelligence can offer further benefits. Foundation Software Group, which creates a seamless integration using their firm intelligence platform, is working closely with Thomson Reuters to combine data from Litigation Analytics with the firm's internal information to deliver valuable insights and actionable information.

Incorporating the Practical Law API increases efficiency by allowing legal professionals to run an enterprise search across the organization's content, know-how on Practical Law and additional sources in a single query to maximize their knowledge management assets and compare their resources to those from Practical Law. Additionally, the work product of the firm or legal department can be integrated with Practical Law know-how resources to help legal

Kinnear noted the value Thomson Reuters Legal Data APIs bring to legal professionals by allowing them to rely on their organization's institutional knowledge, backed by Thomson Reuters market-leading content and tools. "Our goal is to allow customers to leverage their own work product, systems and workflows, but now married with Thomson Reuters Legal Data APIs, to help them make the best decisions for their clients and their organization."

The full capabilities of Thomson Reuters Legal Data APIs can be seen at tr.com/legal-api. To learn more about Foundation Software Group, visit foundationsg.com.

Thomson Reuters

Thomson Reuters is a leading provider of business information services. Our products include highly specialized information-enabled software and tools for legal, tax, accounting and compliance professionals combined with the world's most global news service – Reuters. For more information on Thomson Reuters, visit tr.com and for the latest world news, reuters.com.

CONTACT

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Media contacts



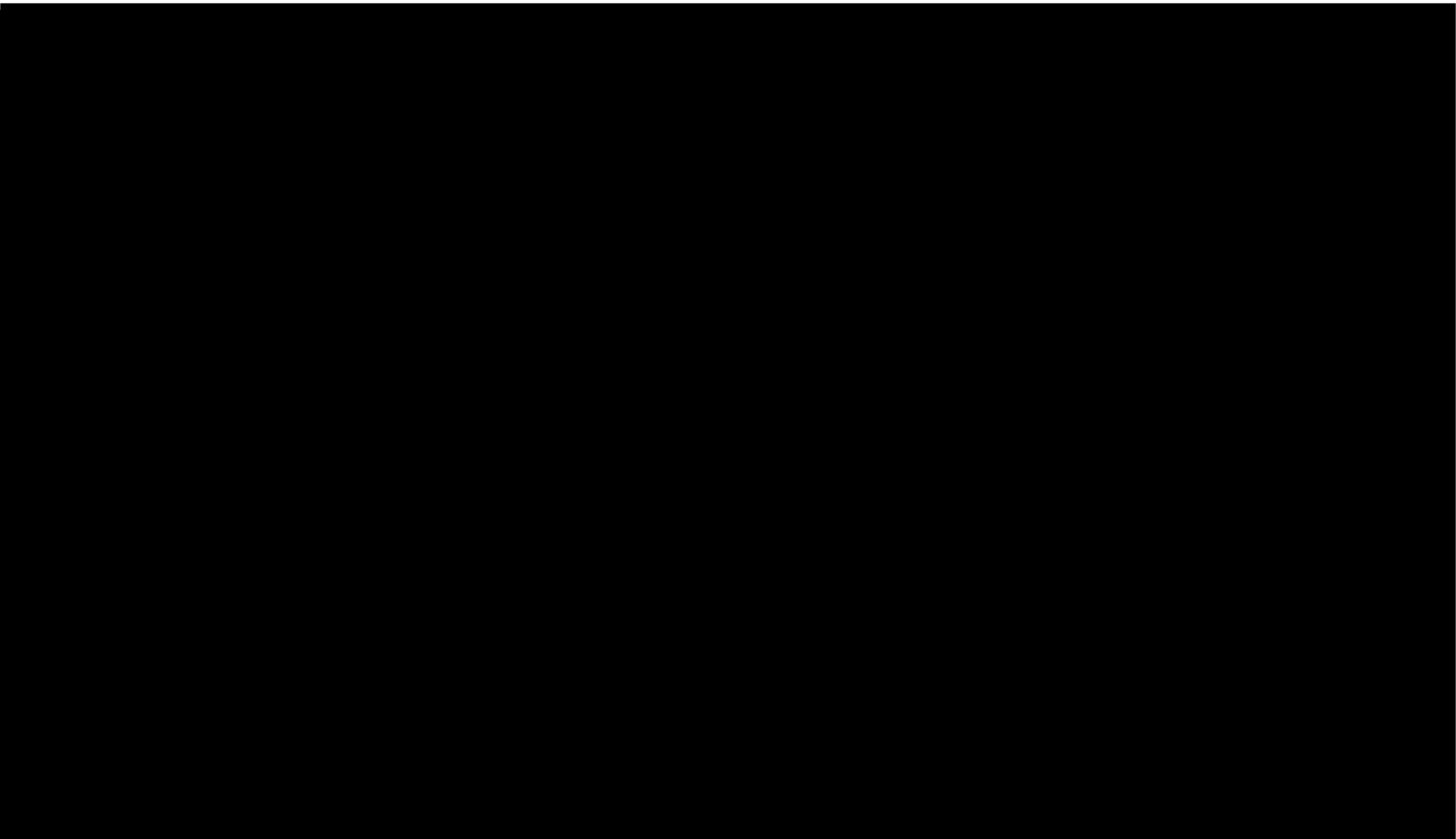
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EXHIBIT EE

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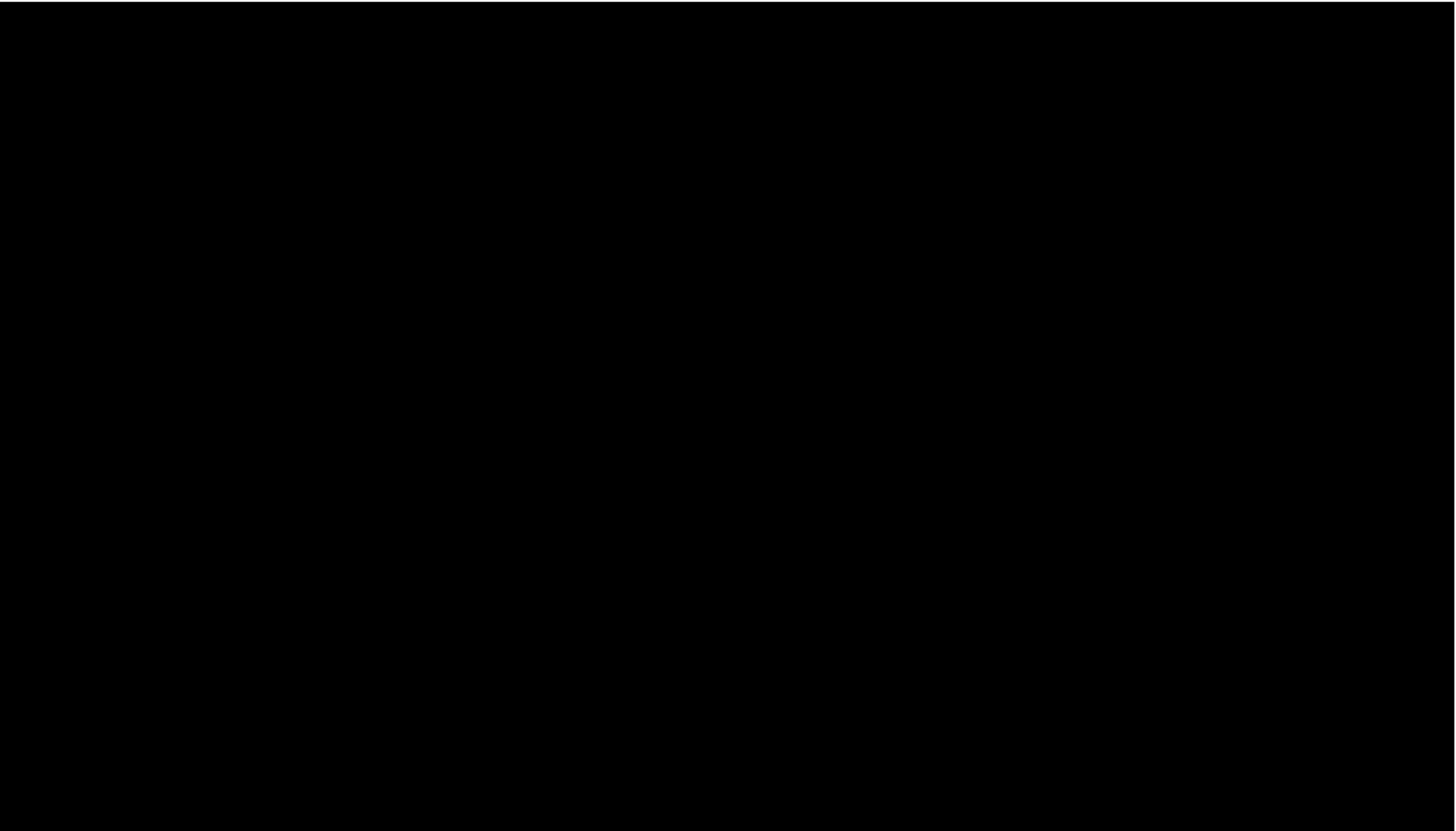
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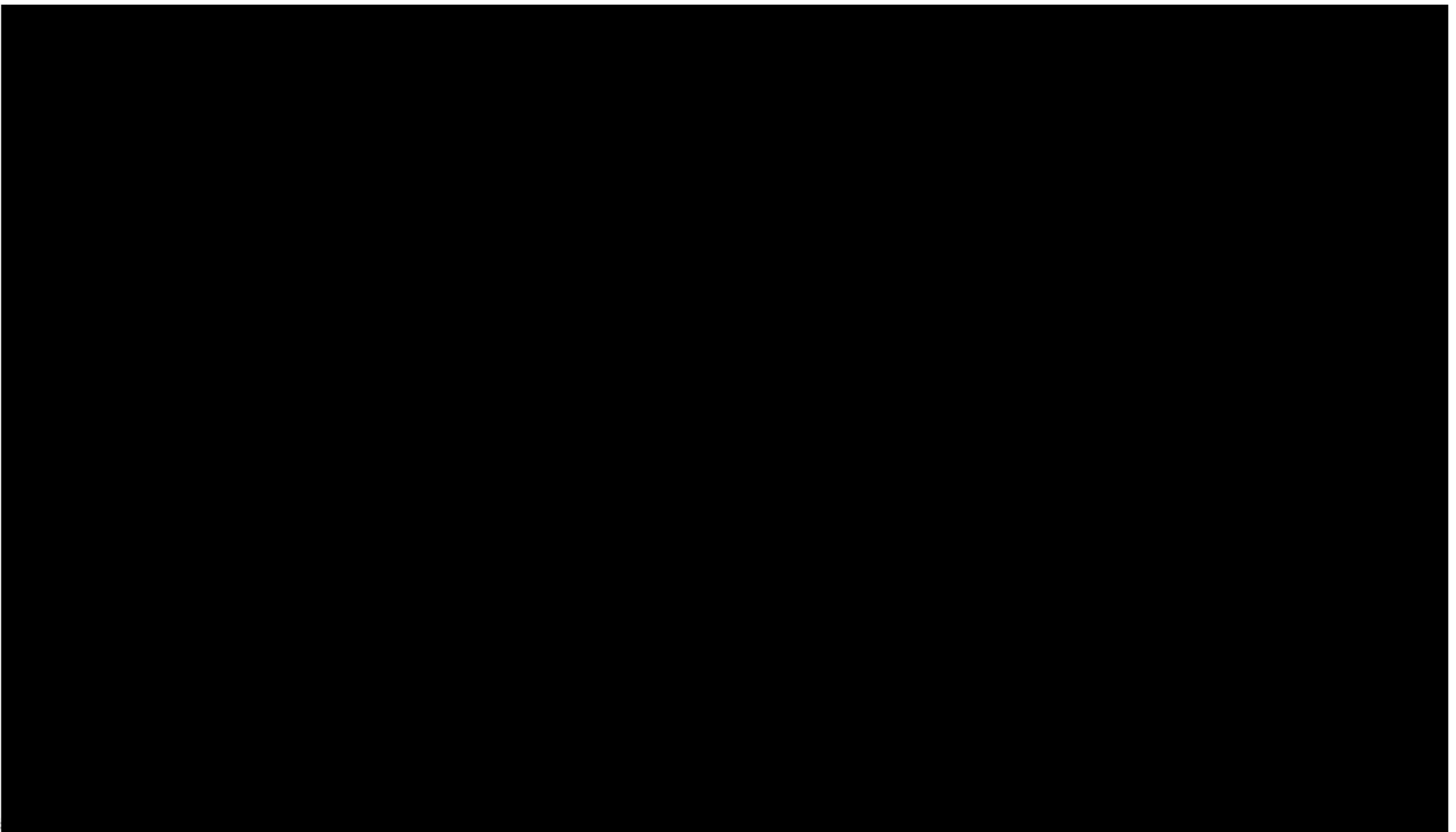


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TRCC-01645571







HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

TRCC-01645578

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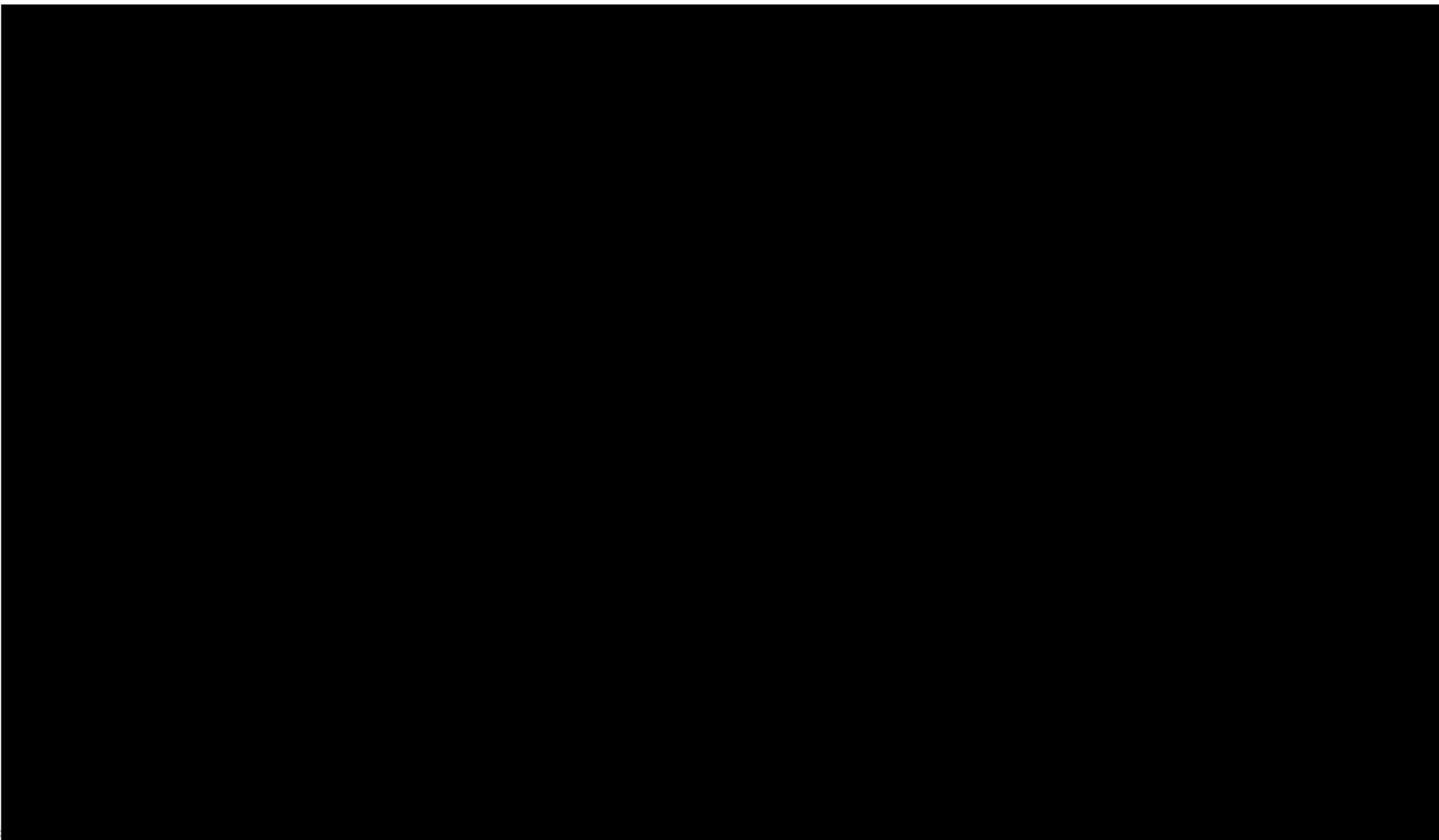


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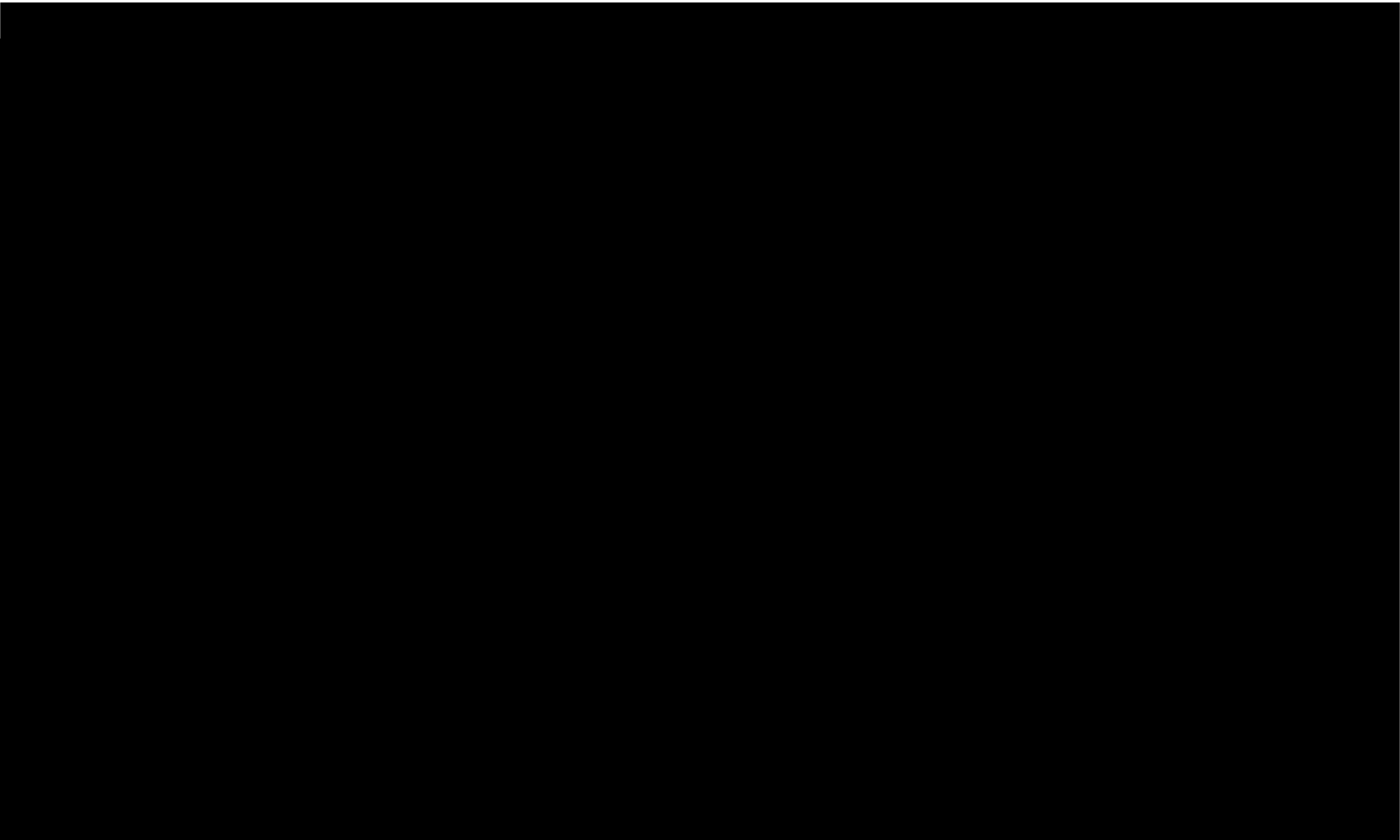
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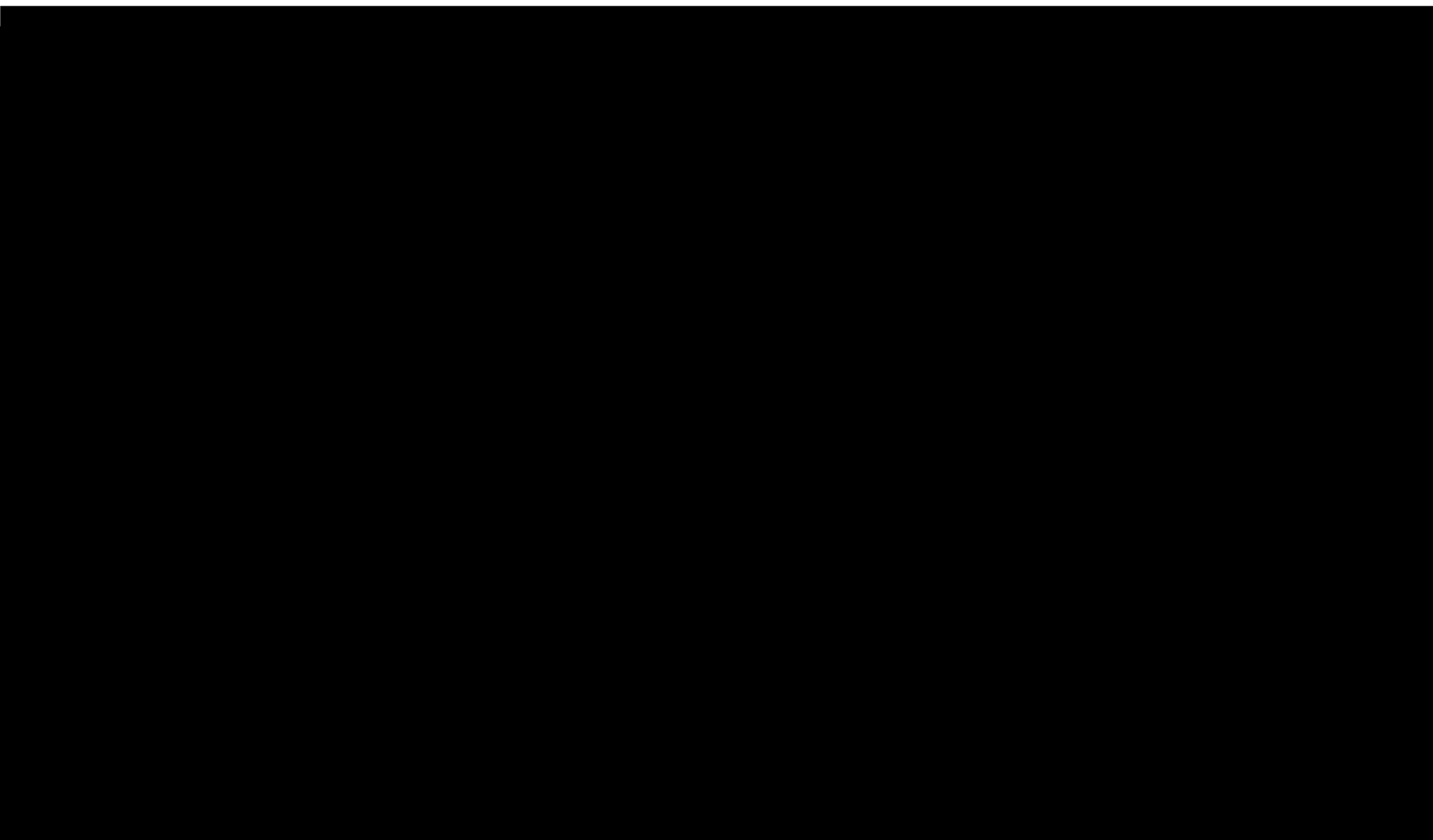
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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

TRCC-01645603

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

TRCC-01645604

EXHIBIT FF

Message

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Sent:

To:

Subject:

Attachments:

Importance:



EXHIBIT GG

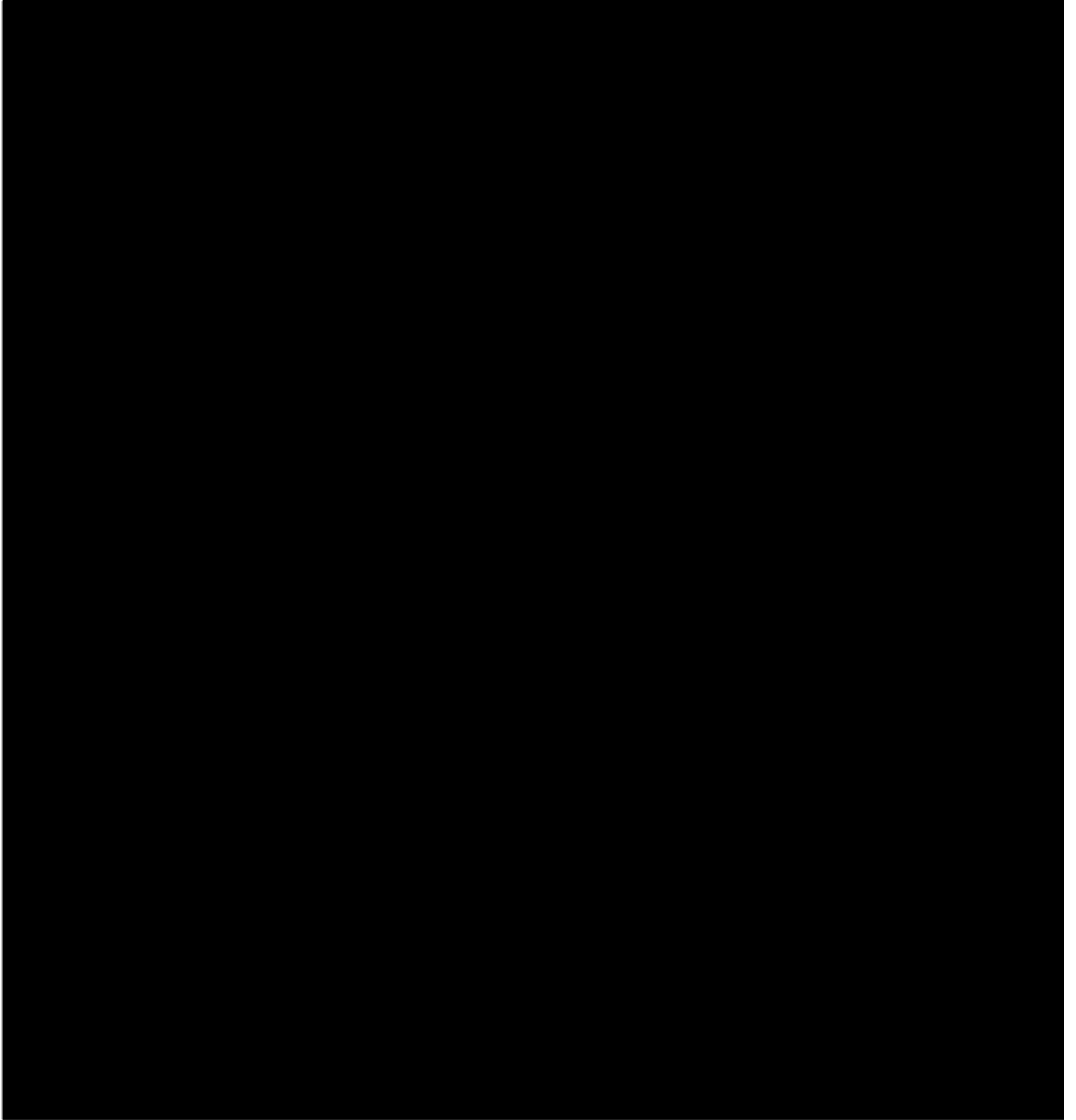
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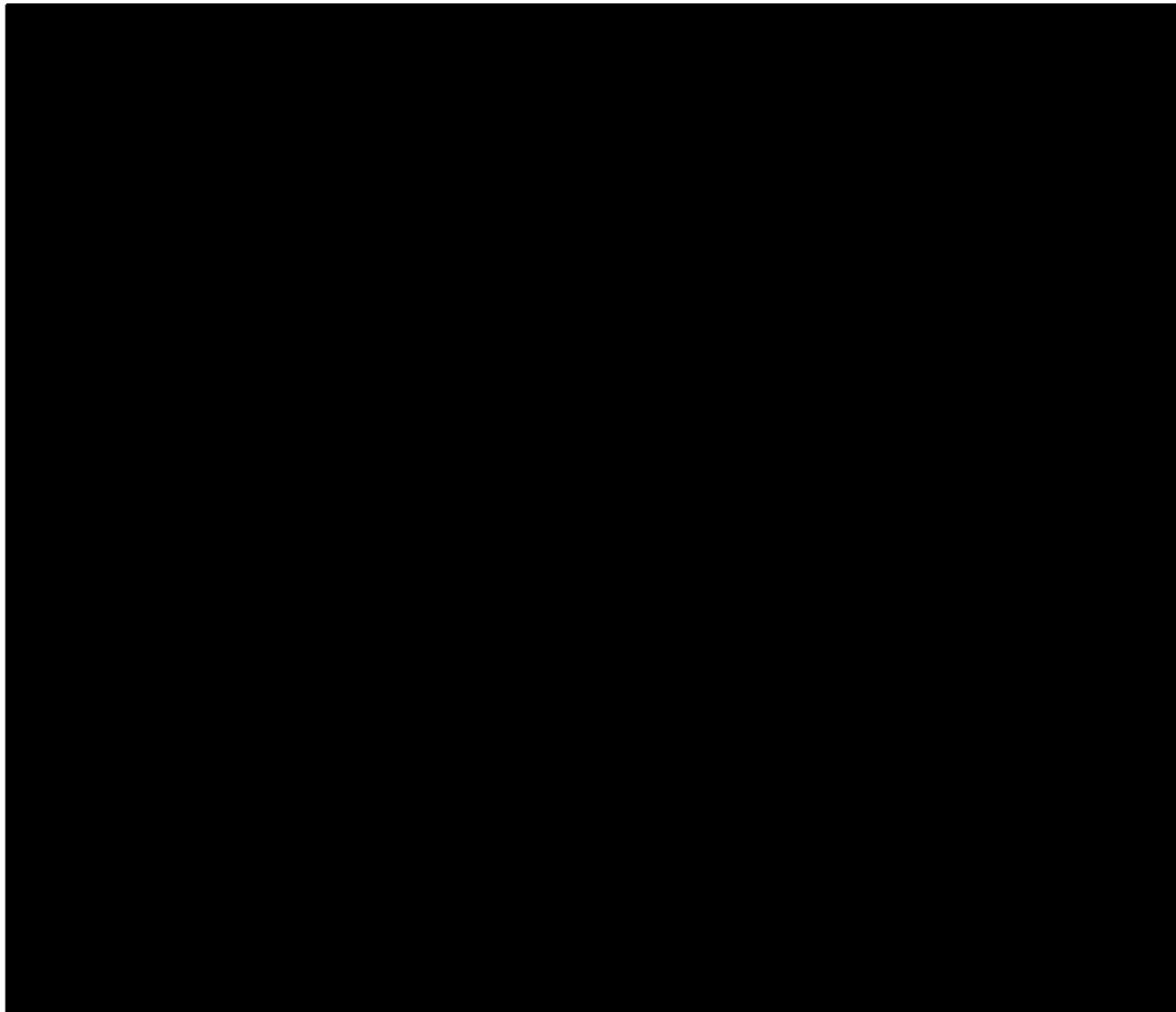


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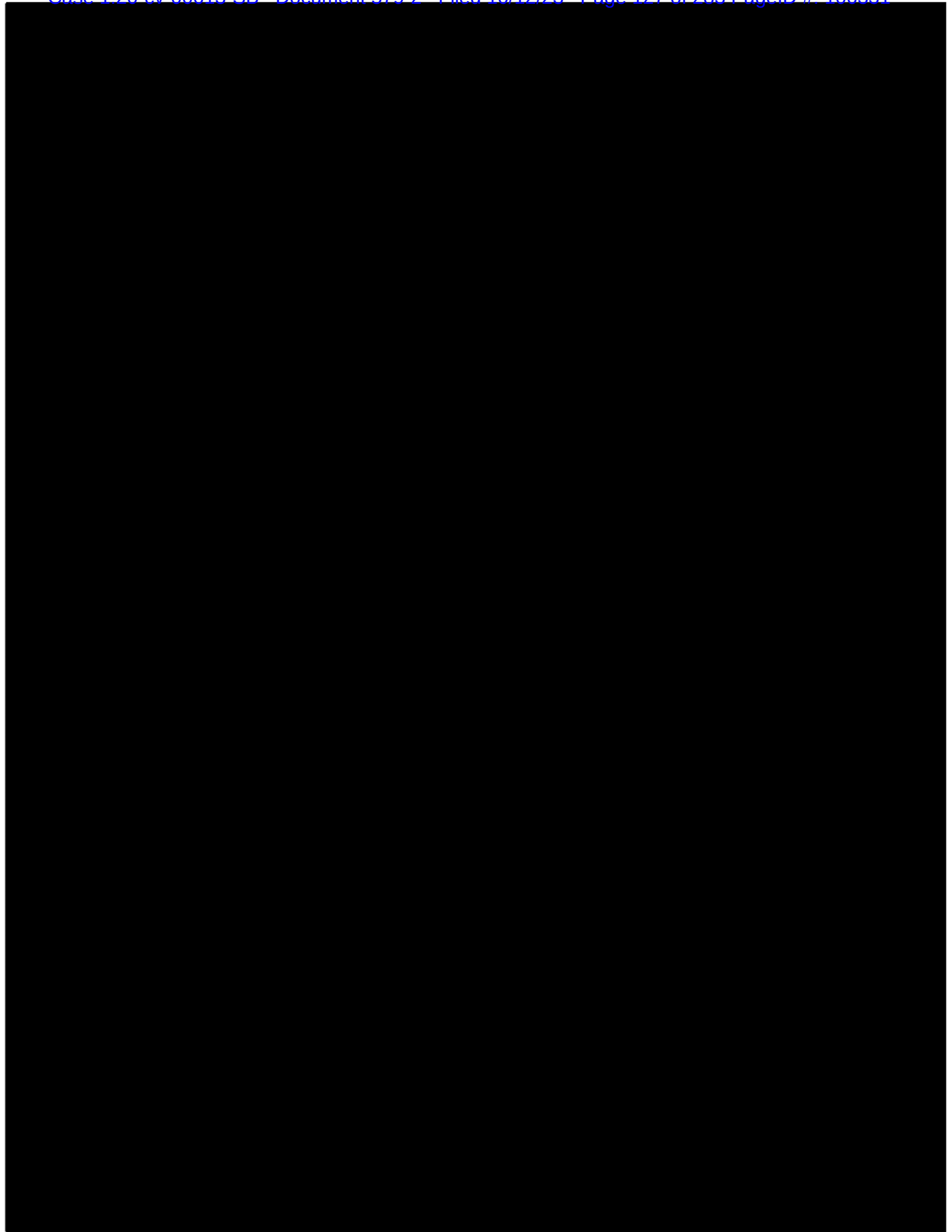


EXHIBIT II



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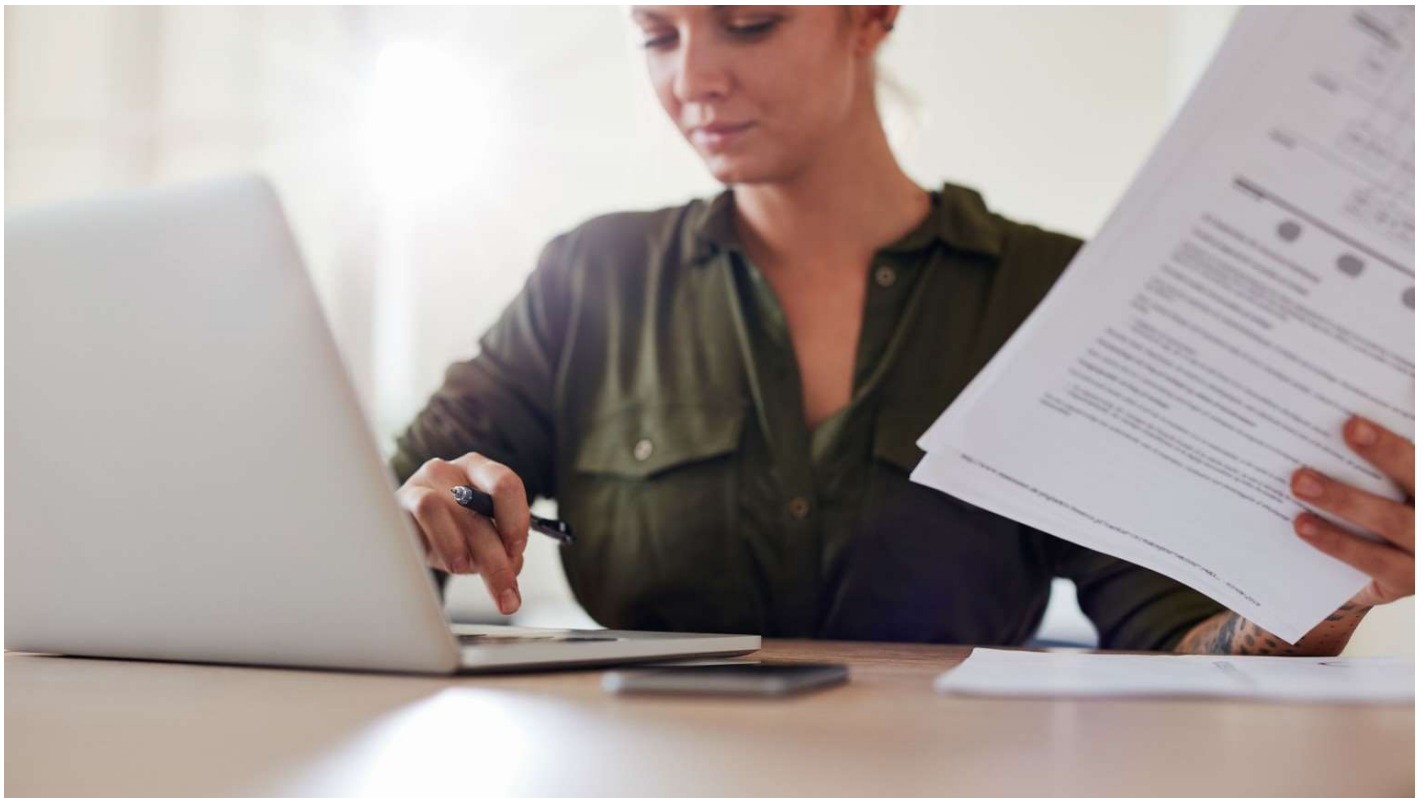


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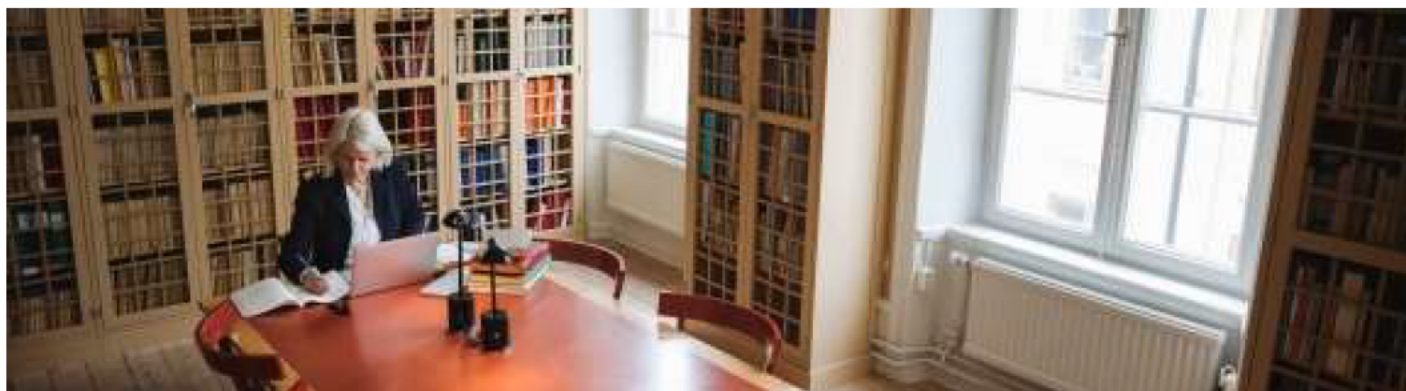
“

*There are a lot of similarities with West km and Amazon,
except that West km is a way to find documents rather than*

products. West km can help find work product that can be reused or repurposed.

Tony Chan, Librarian
Cohen & Grigsby, P.C.

Additional **insights**



WHITE PAPER

The opportunity for firms, librarians, and knowledge management

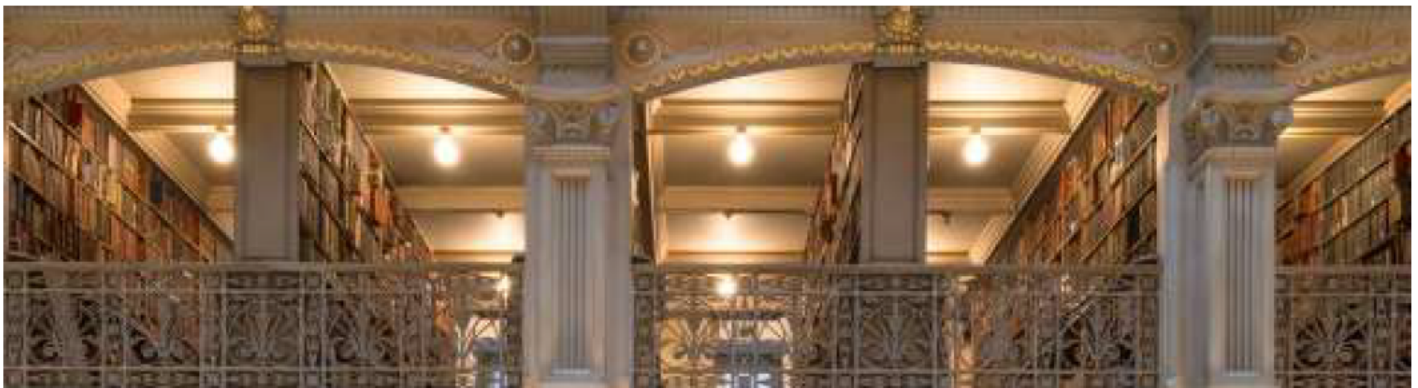
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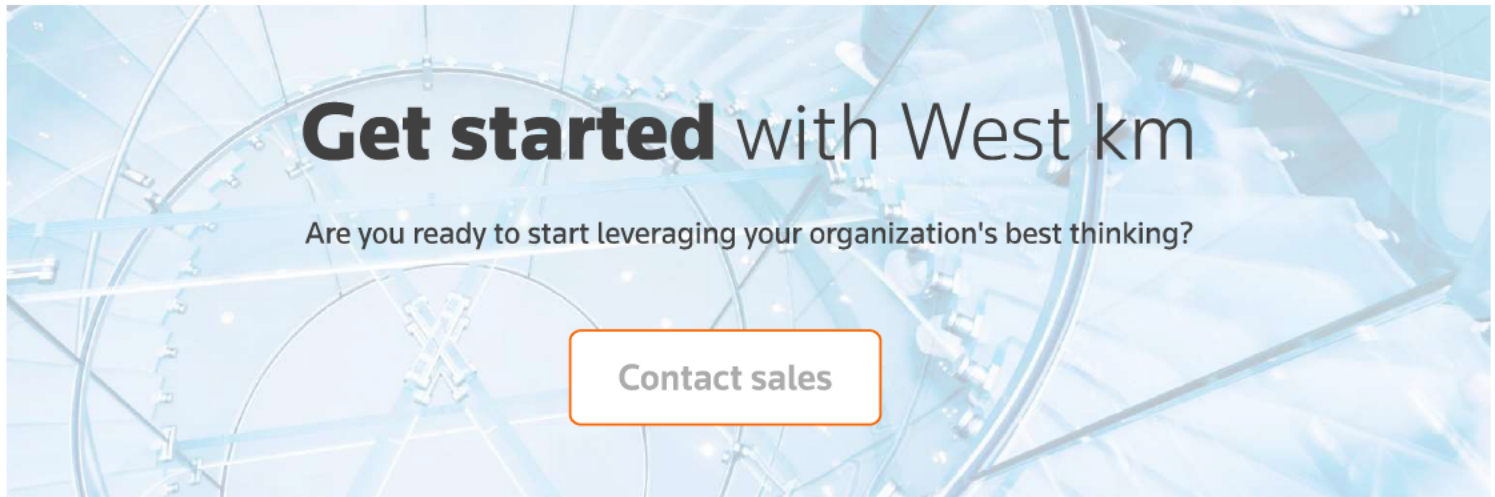
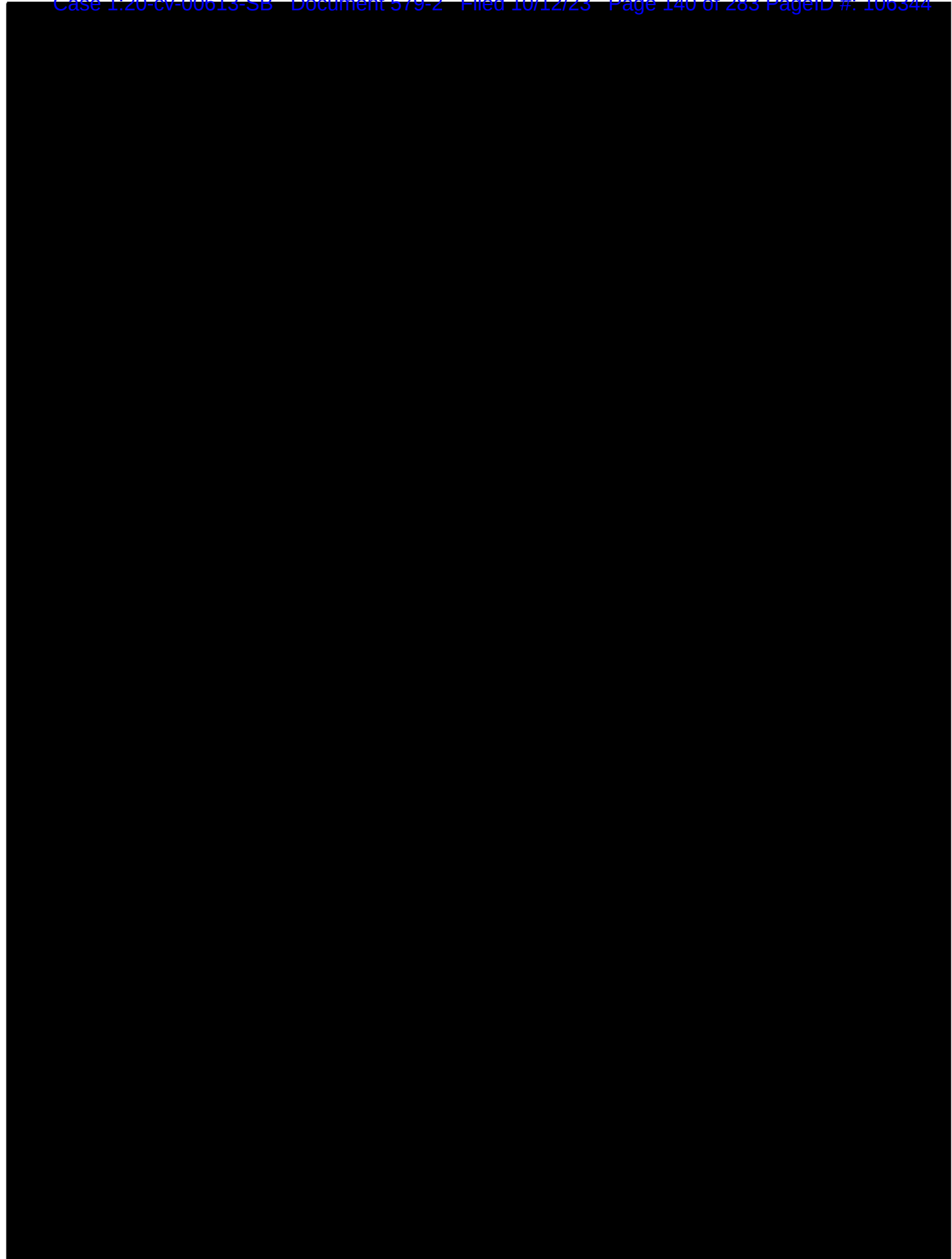
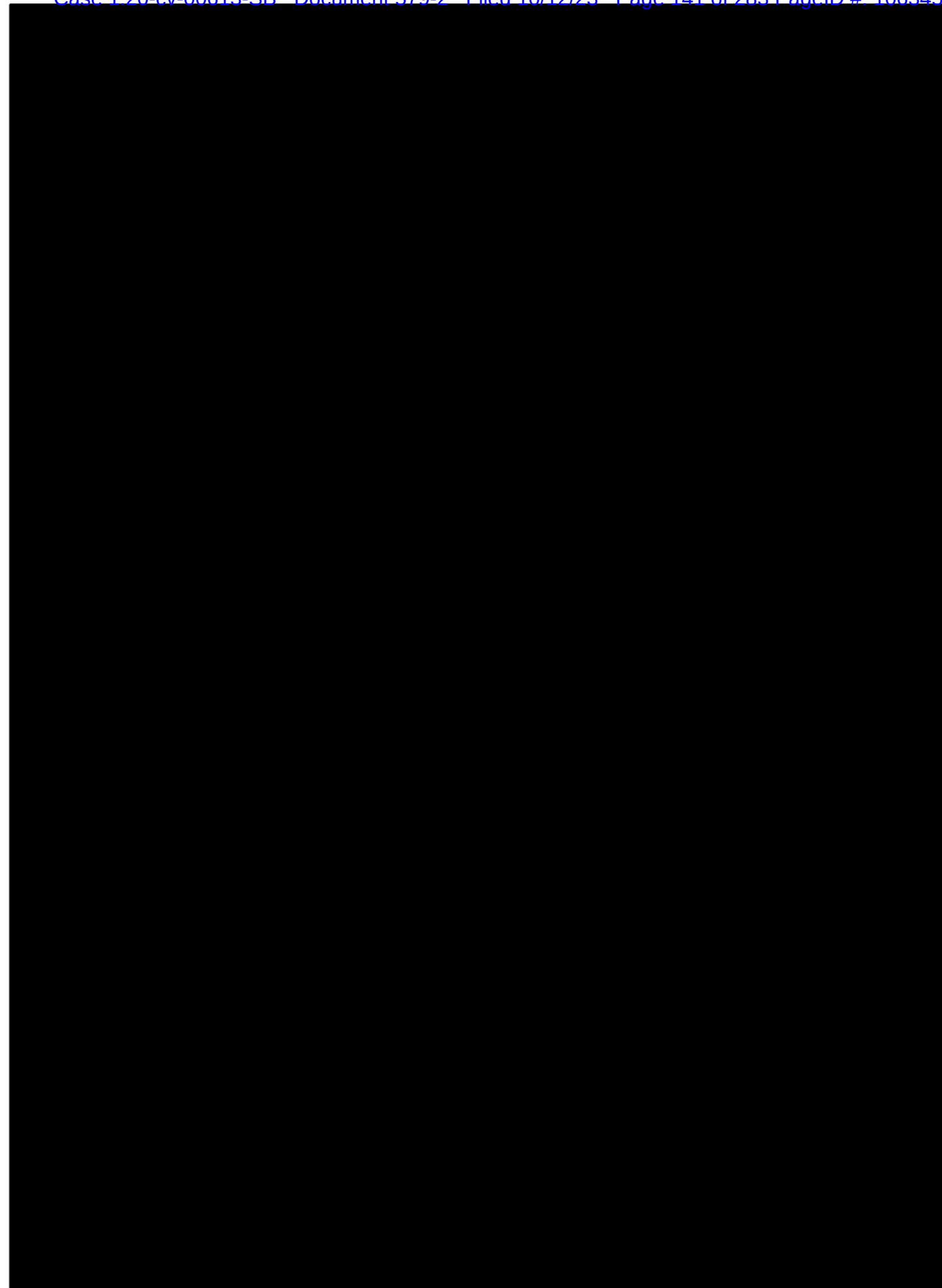
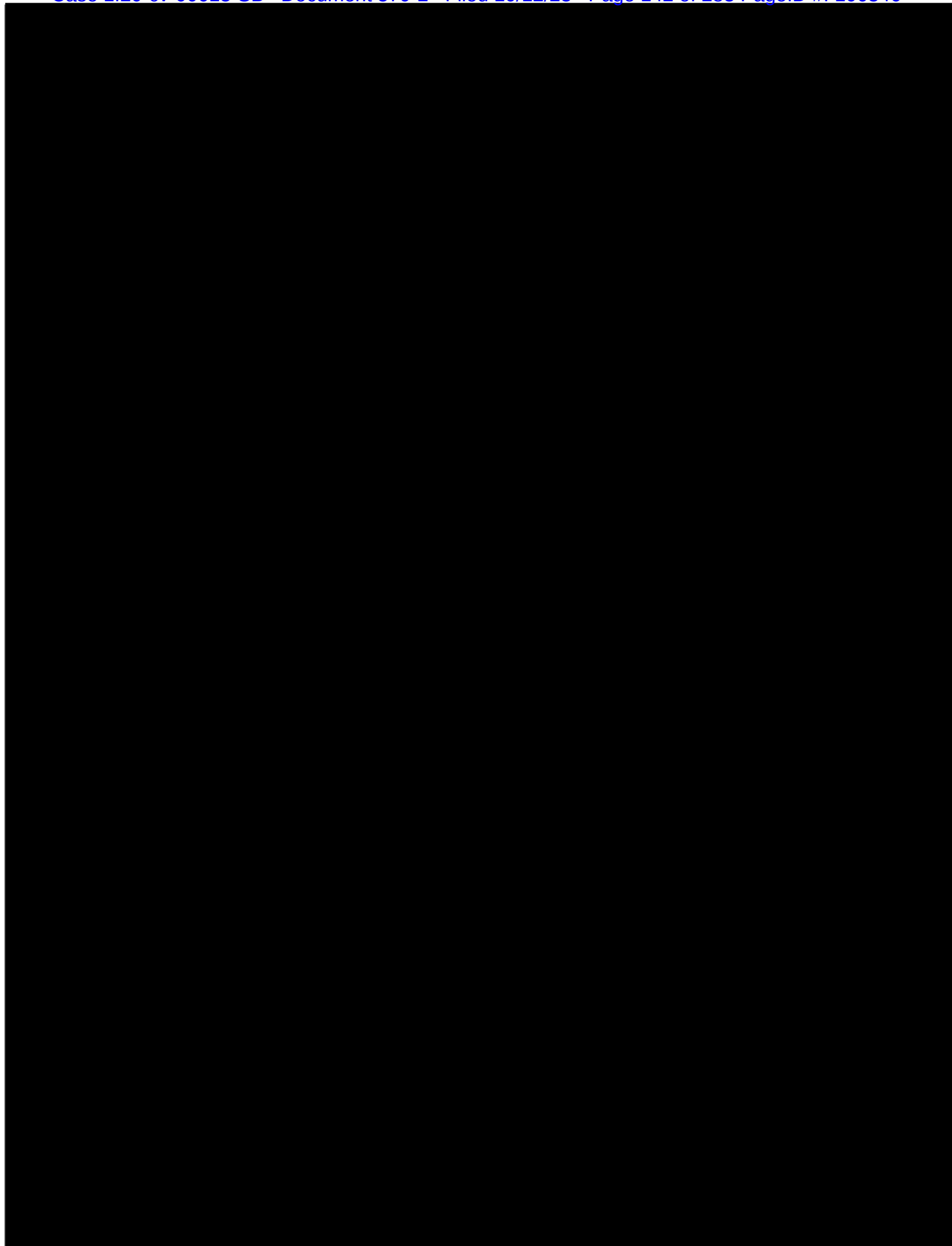
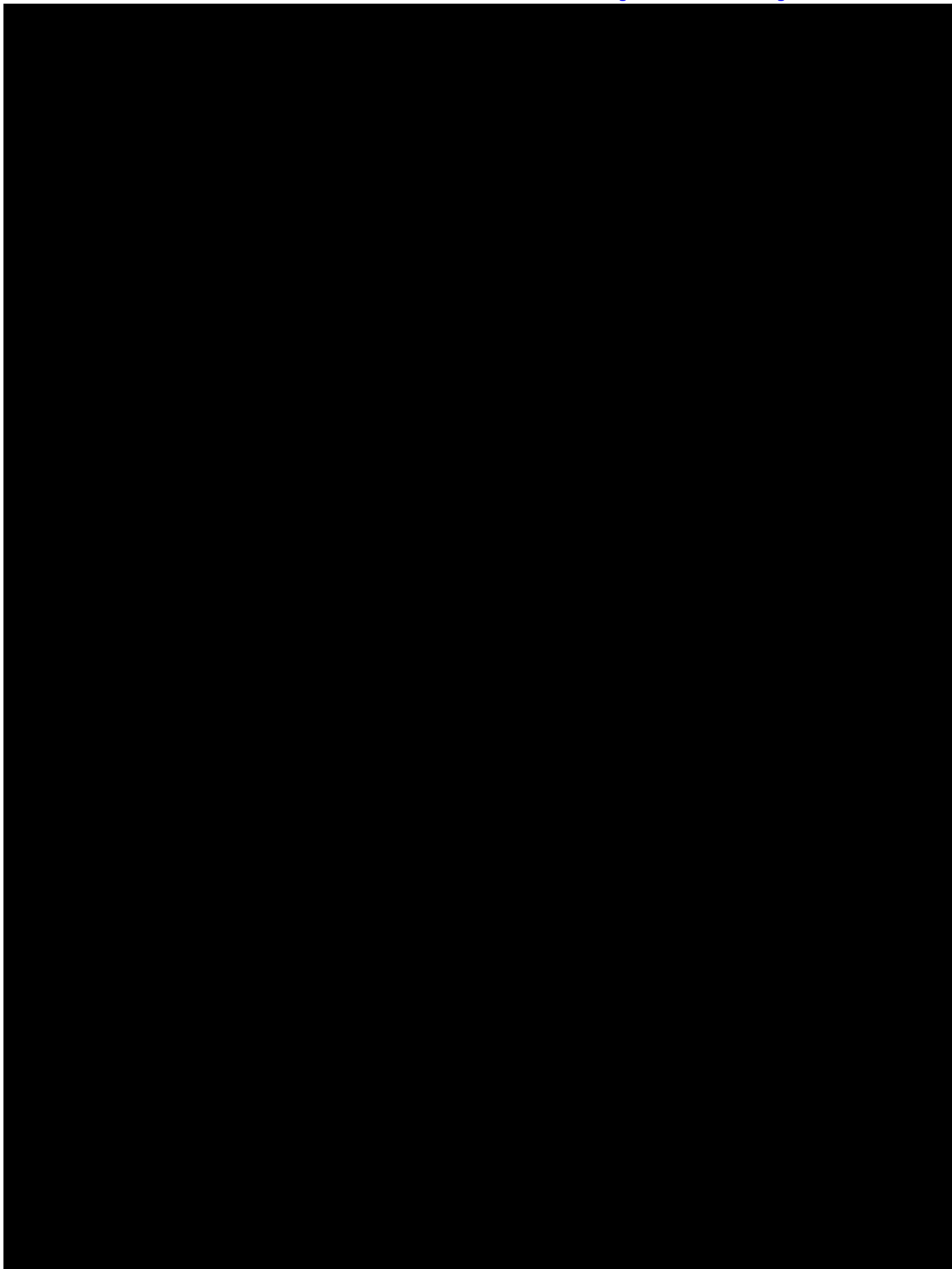


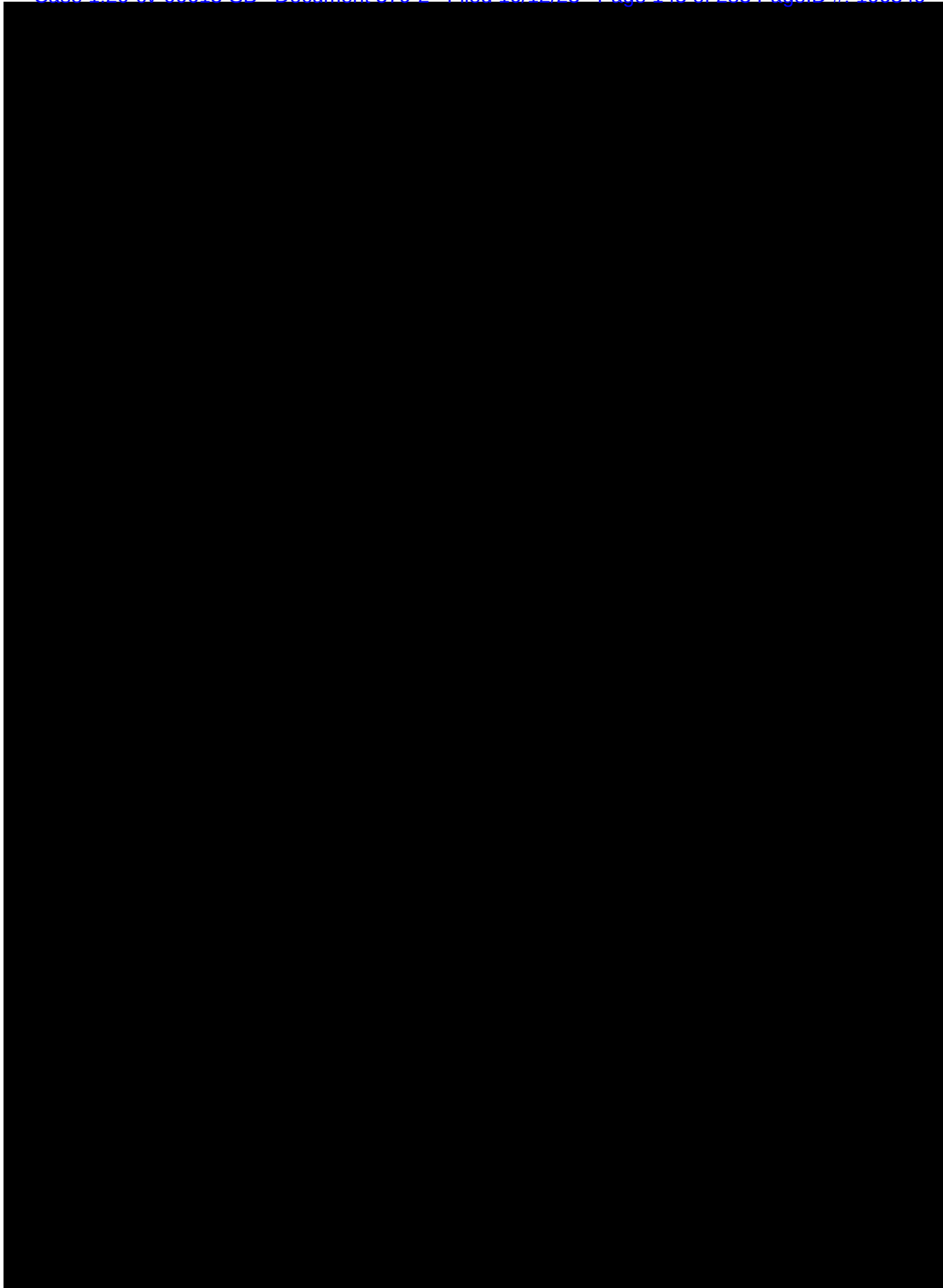
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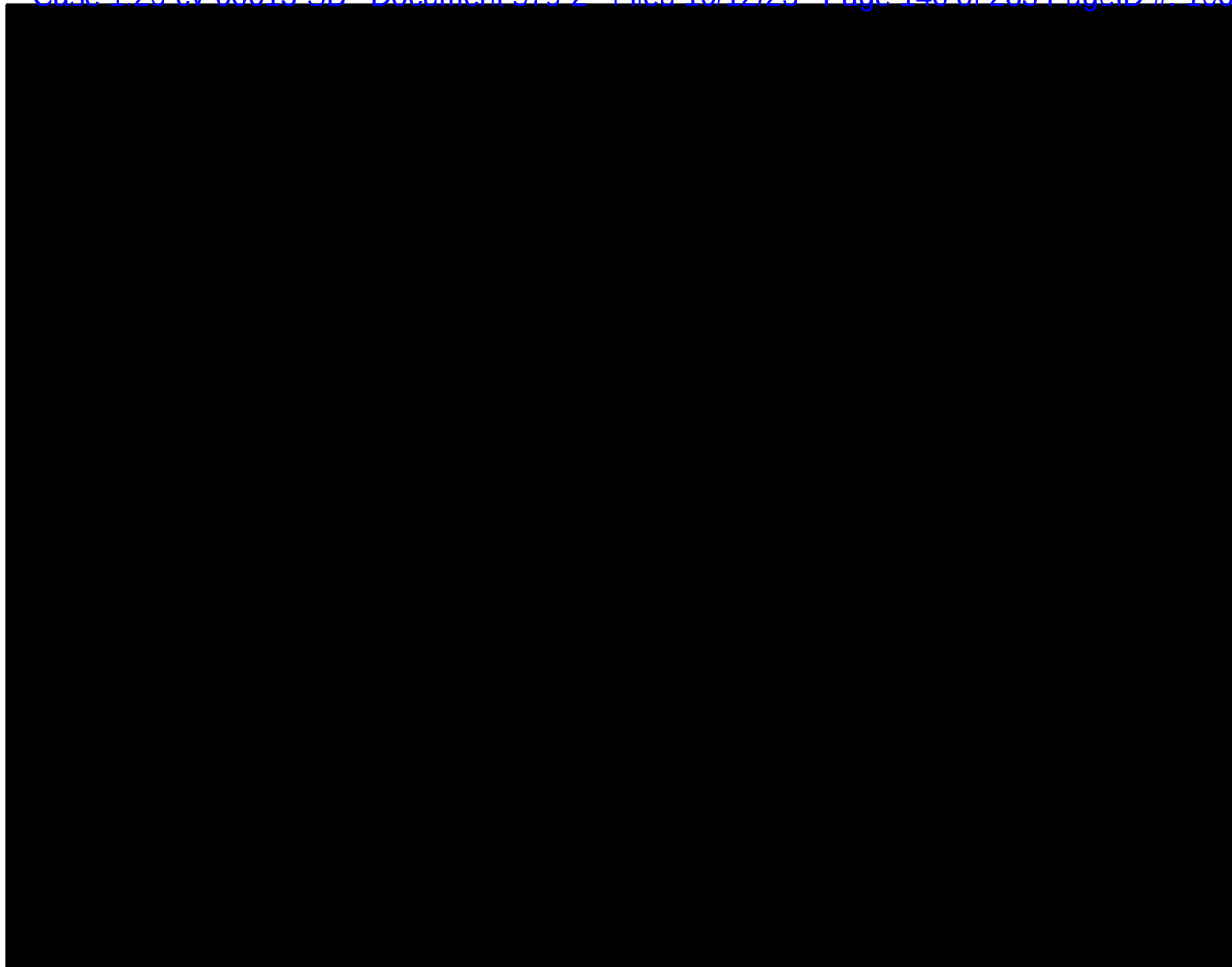
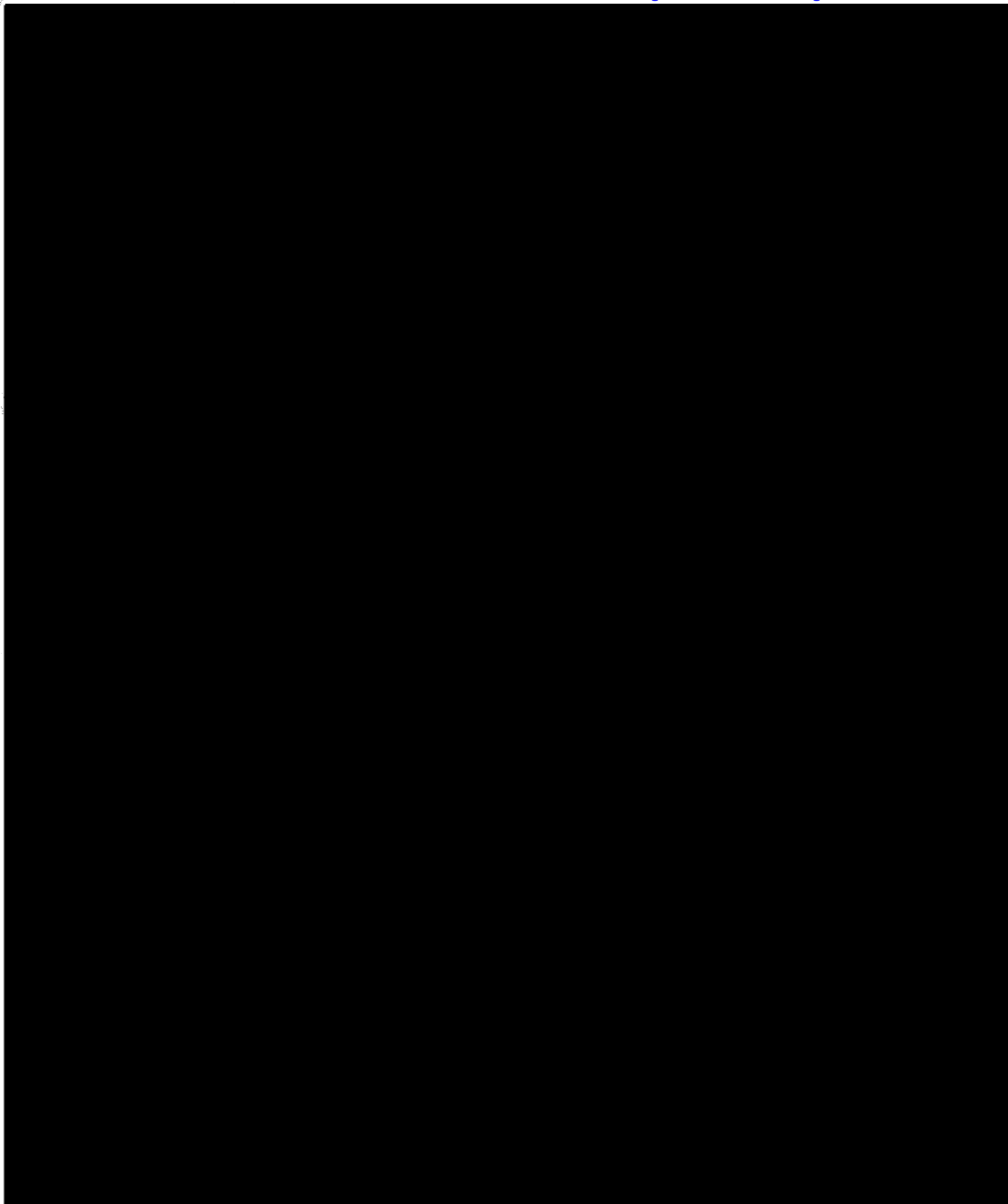
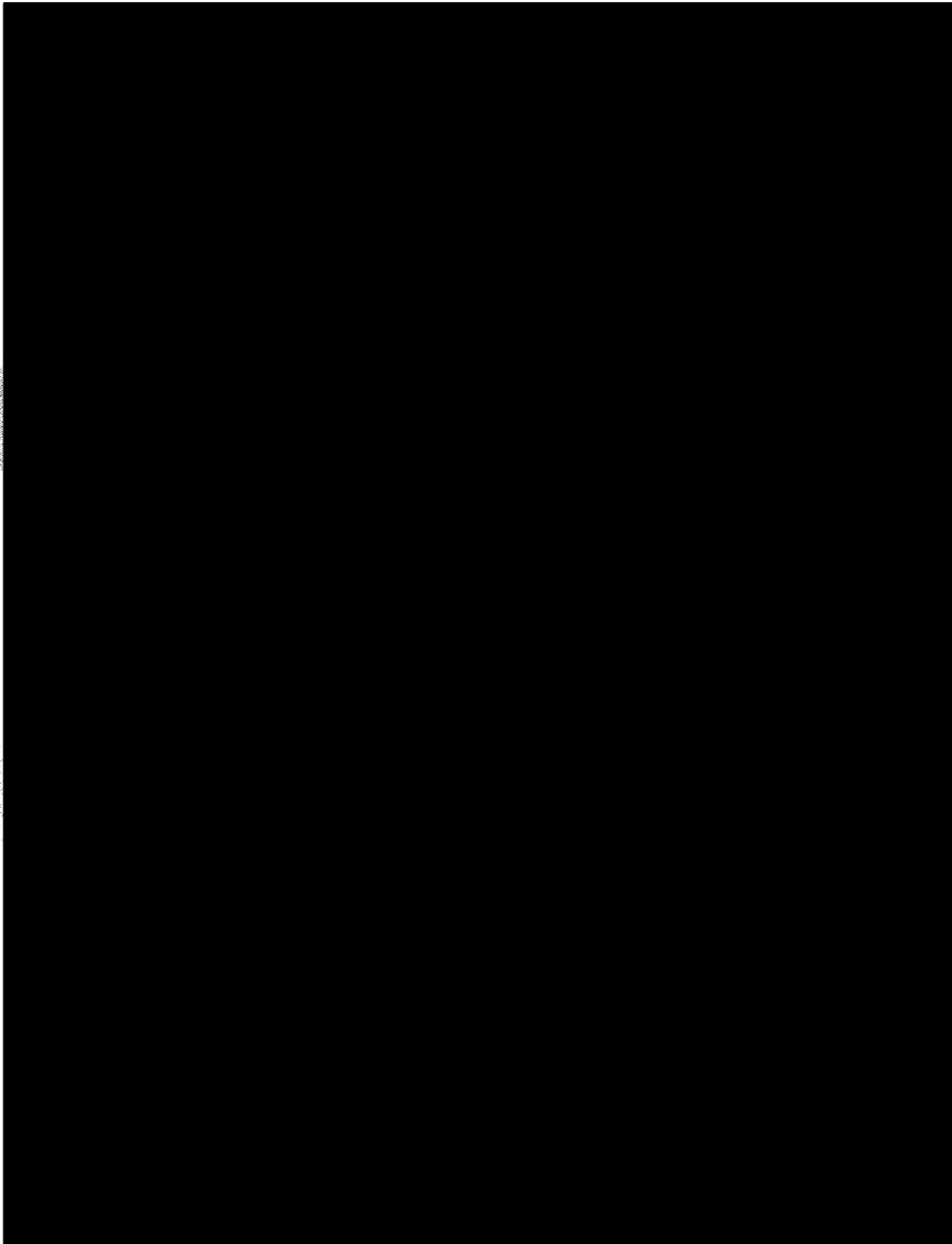
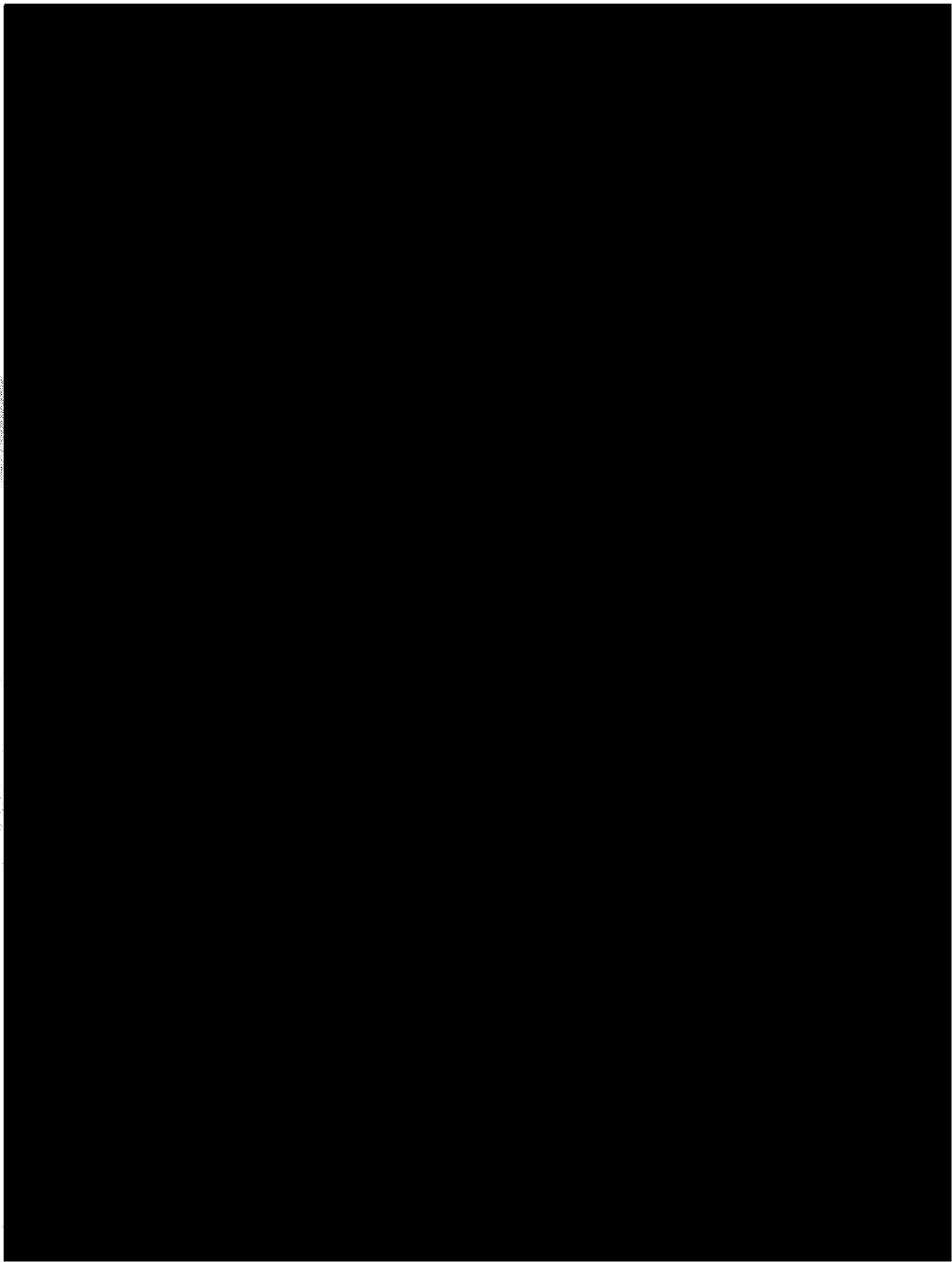
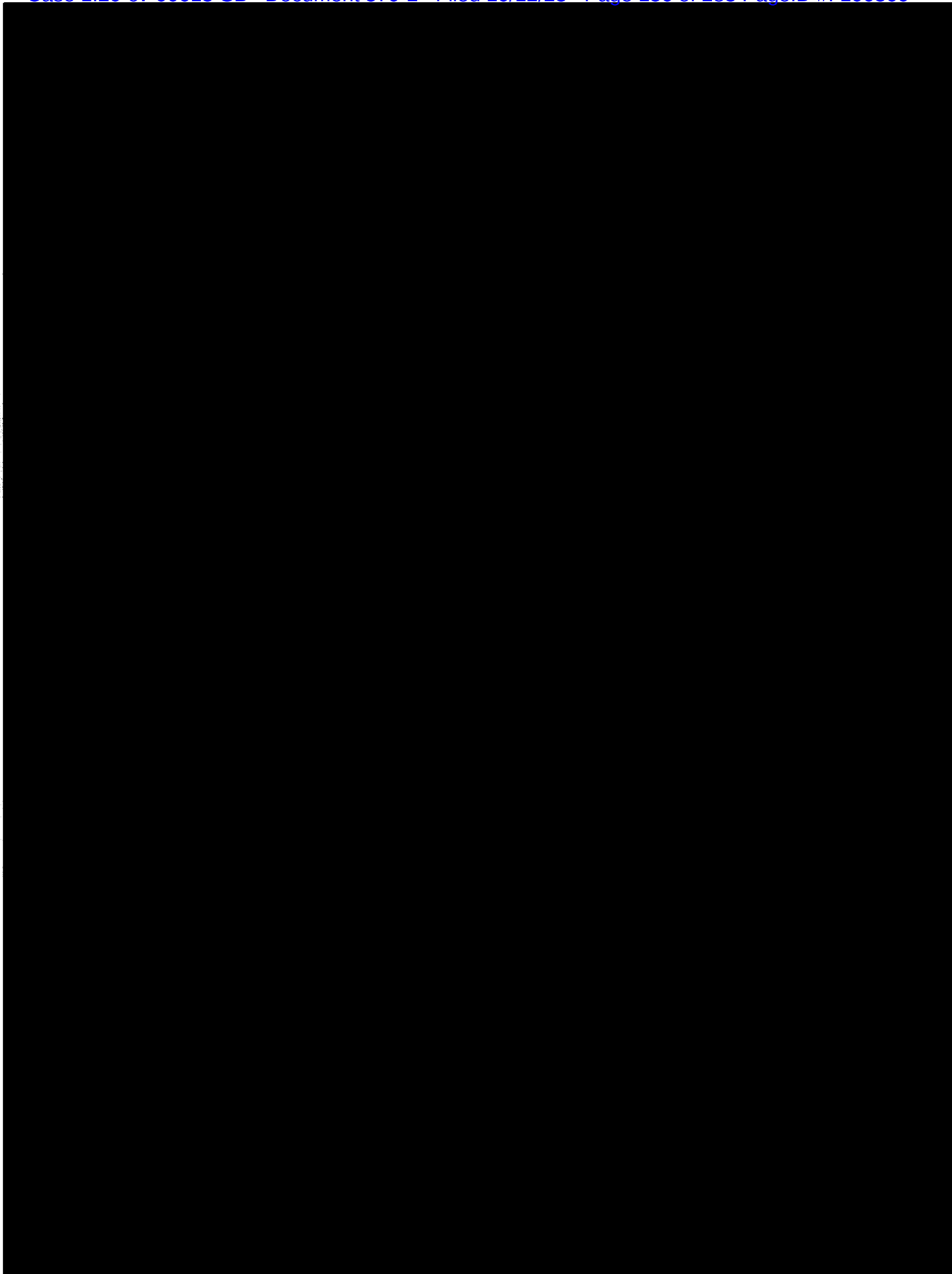


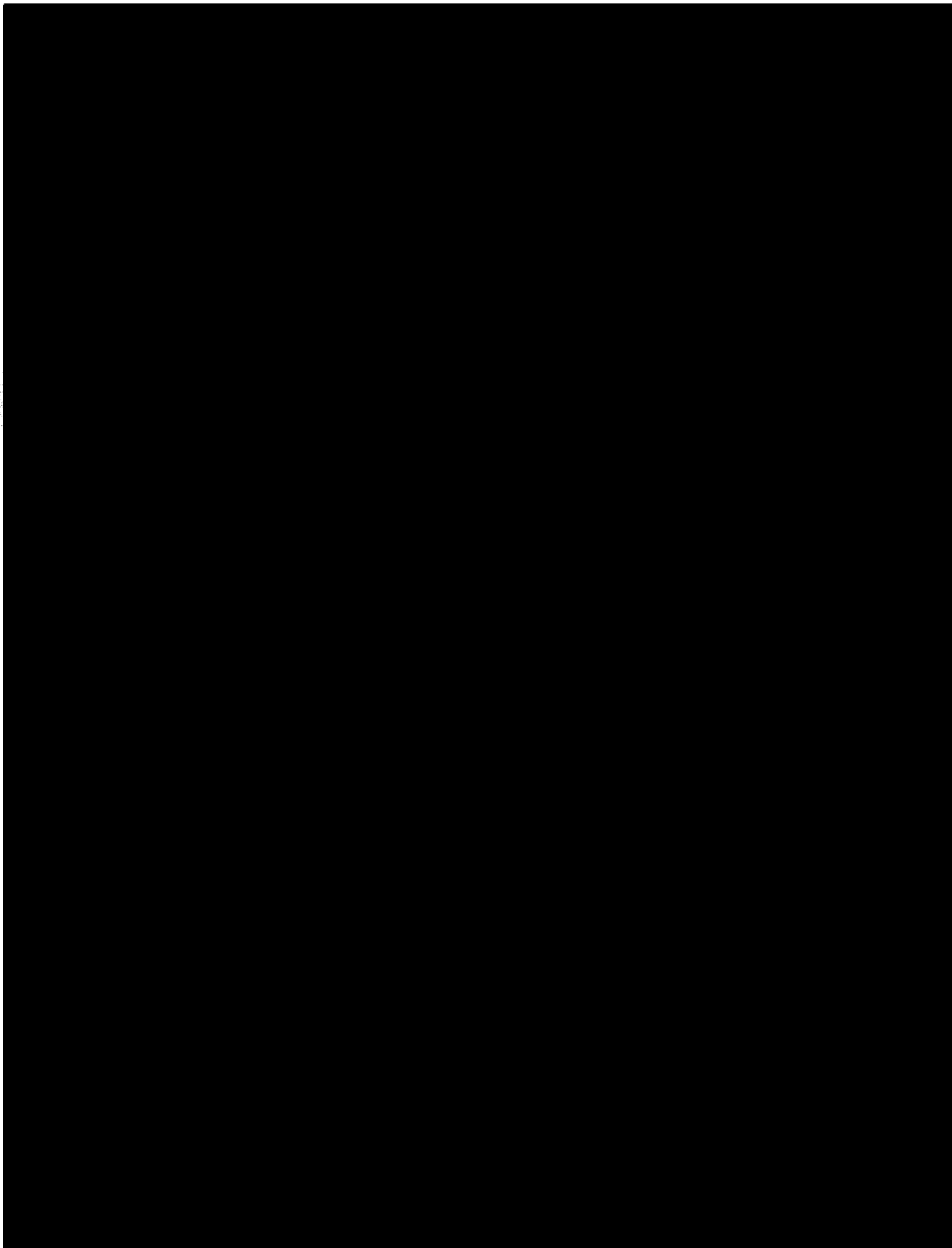
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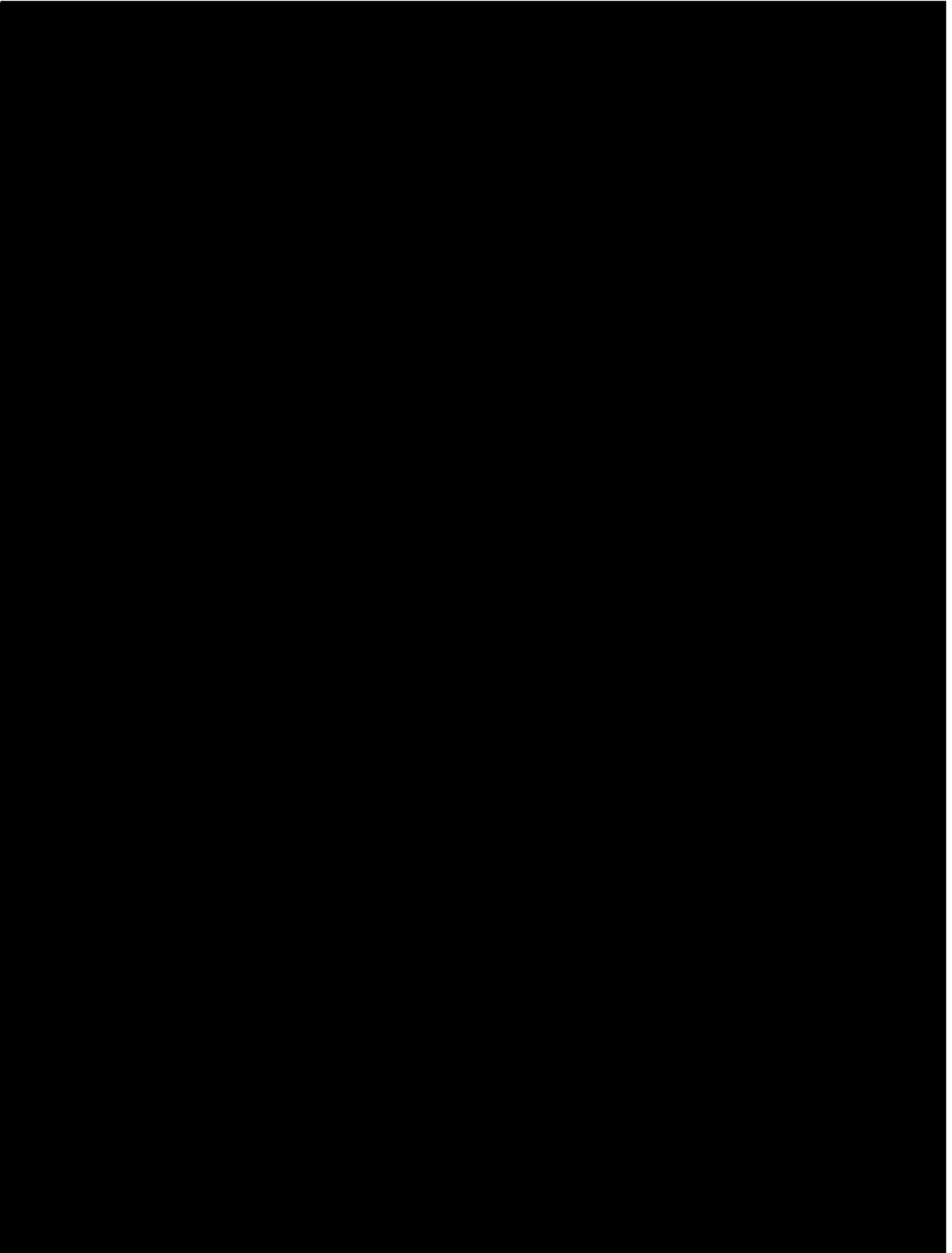


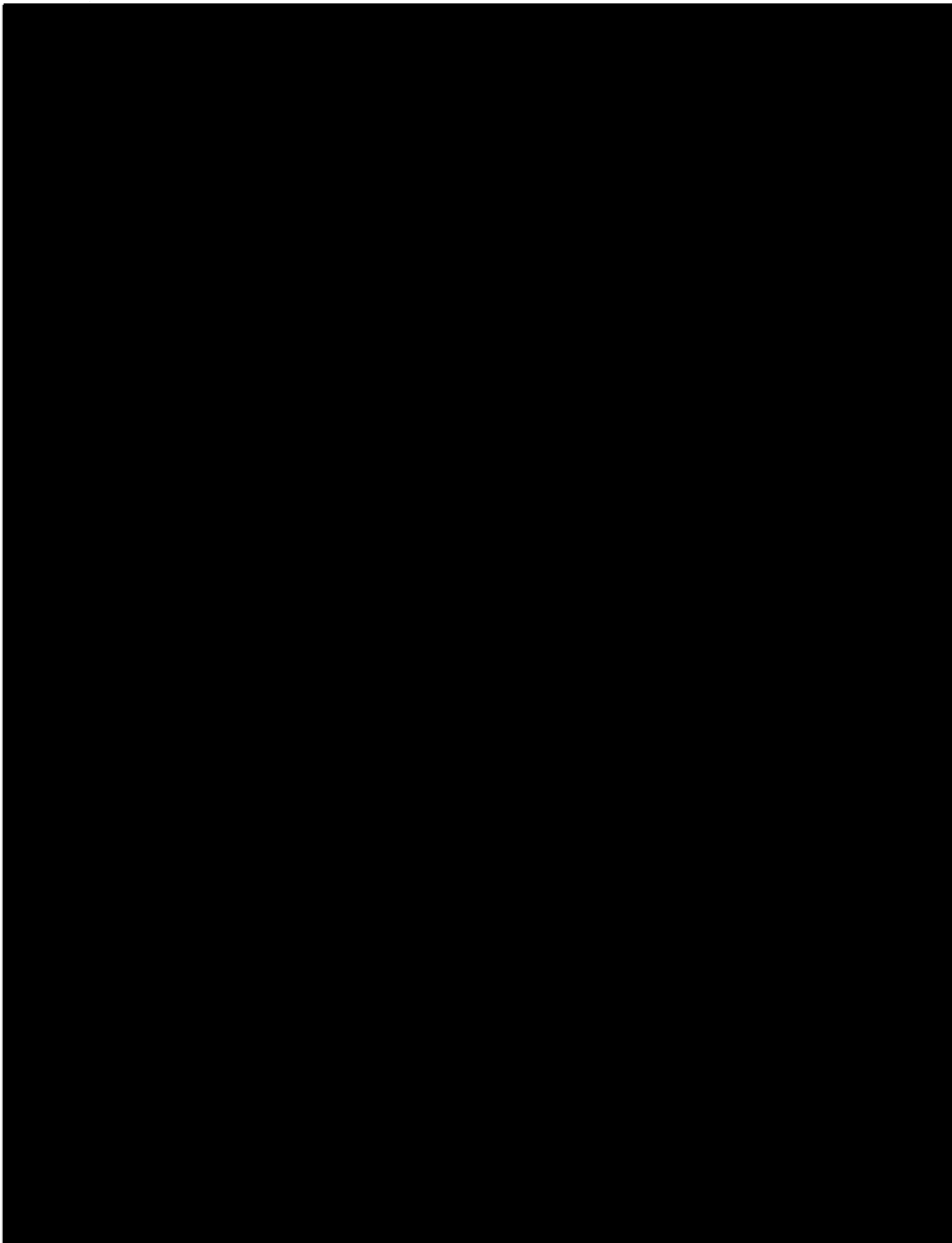


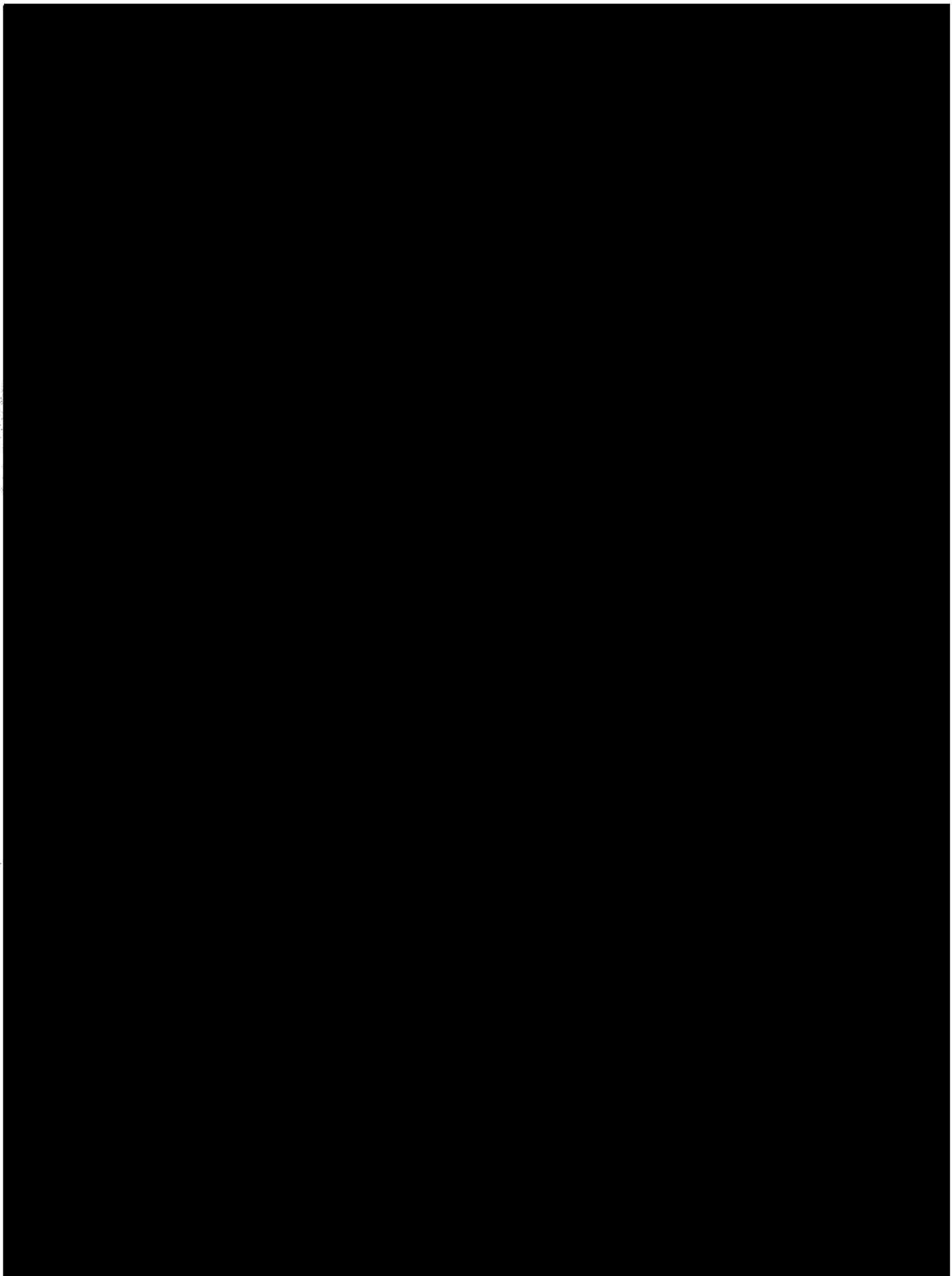


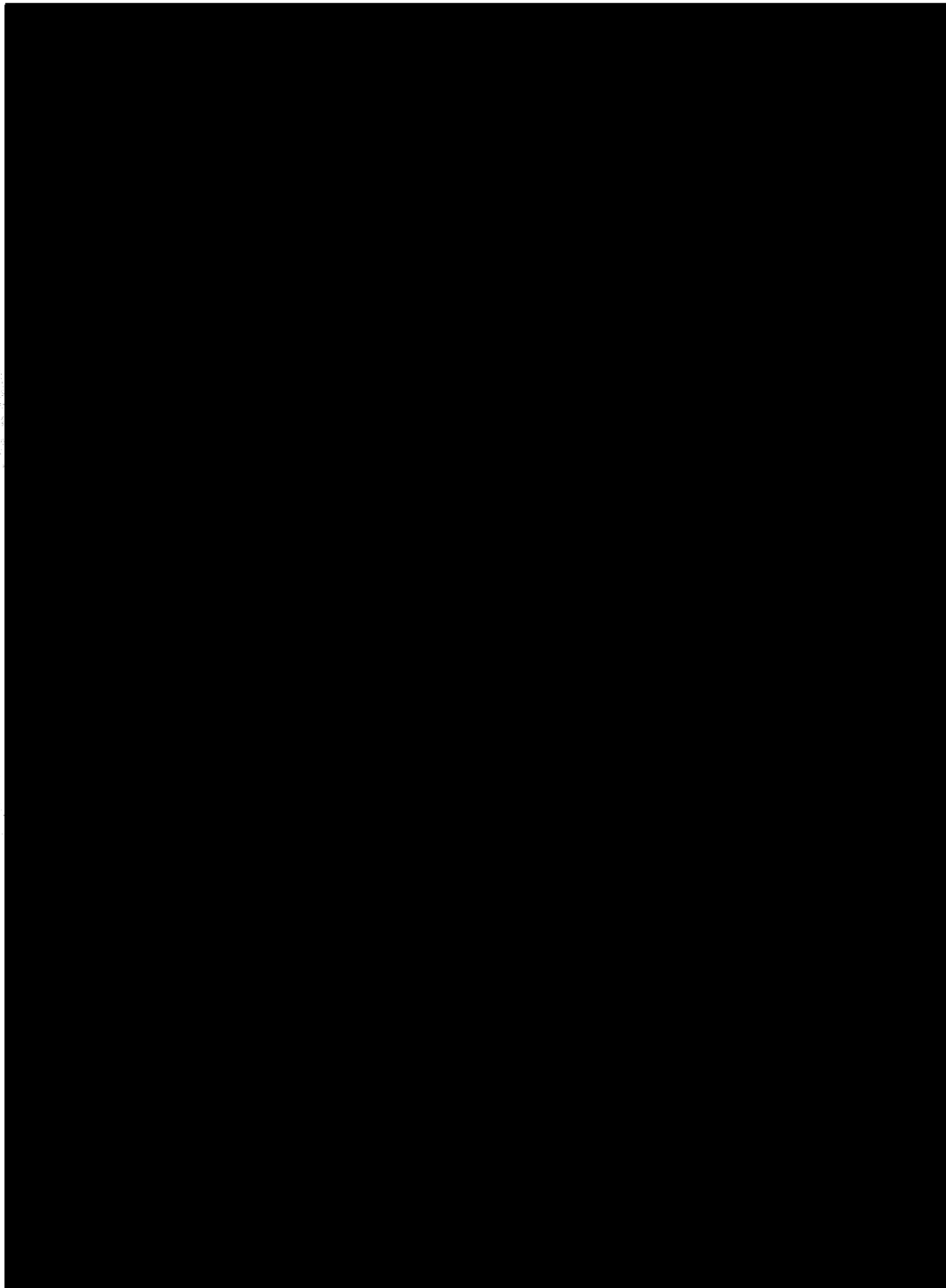


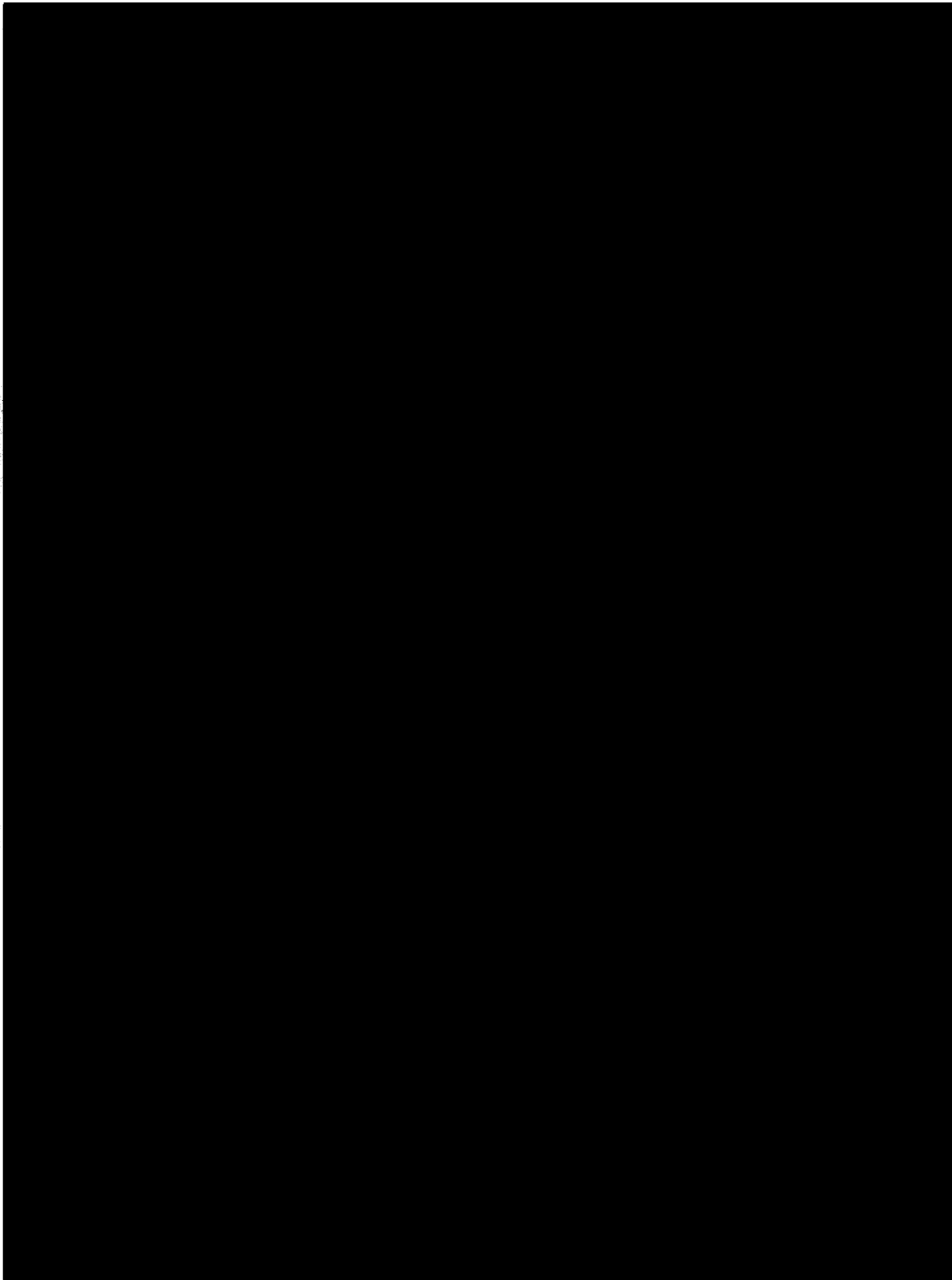


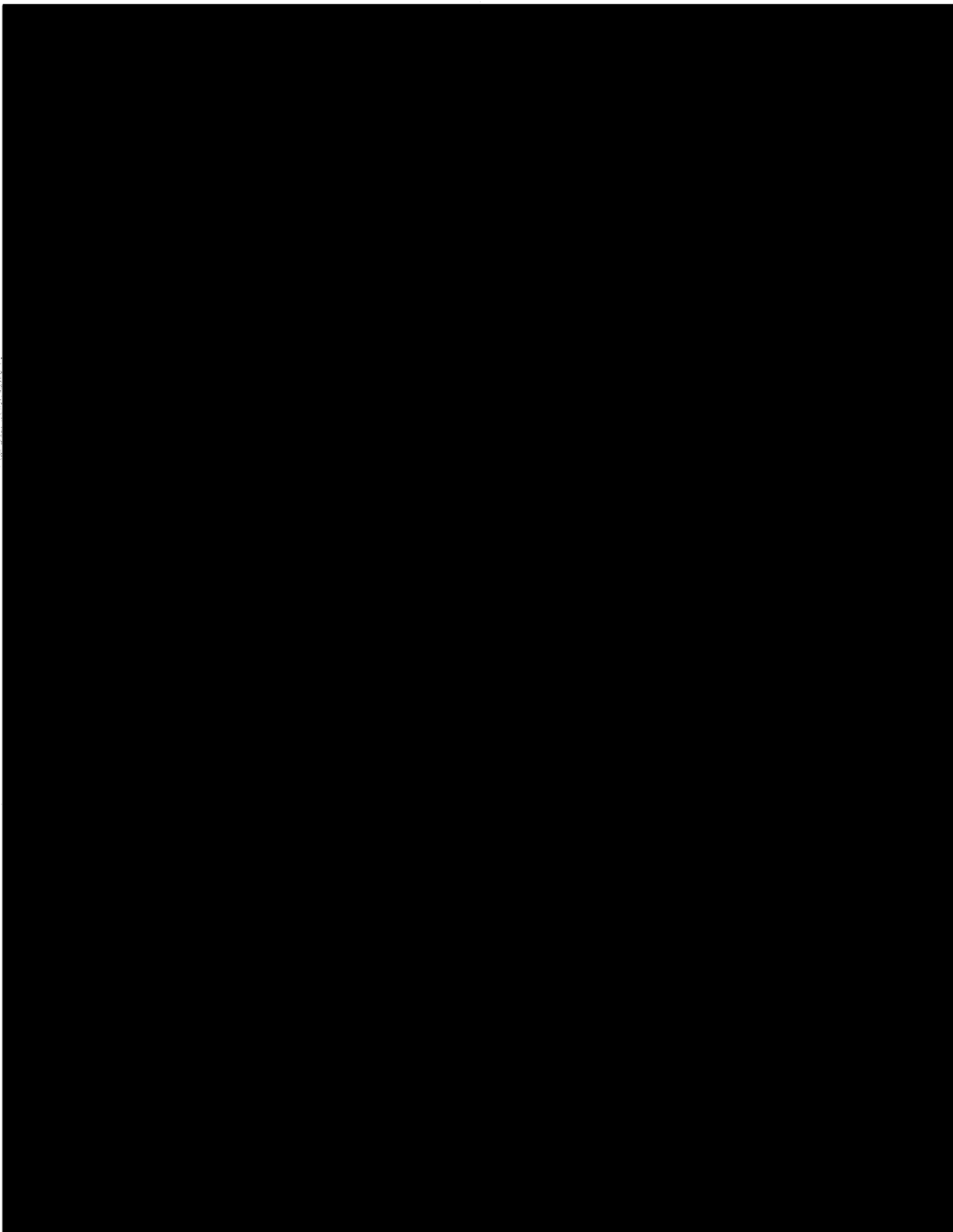


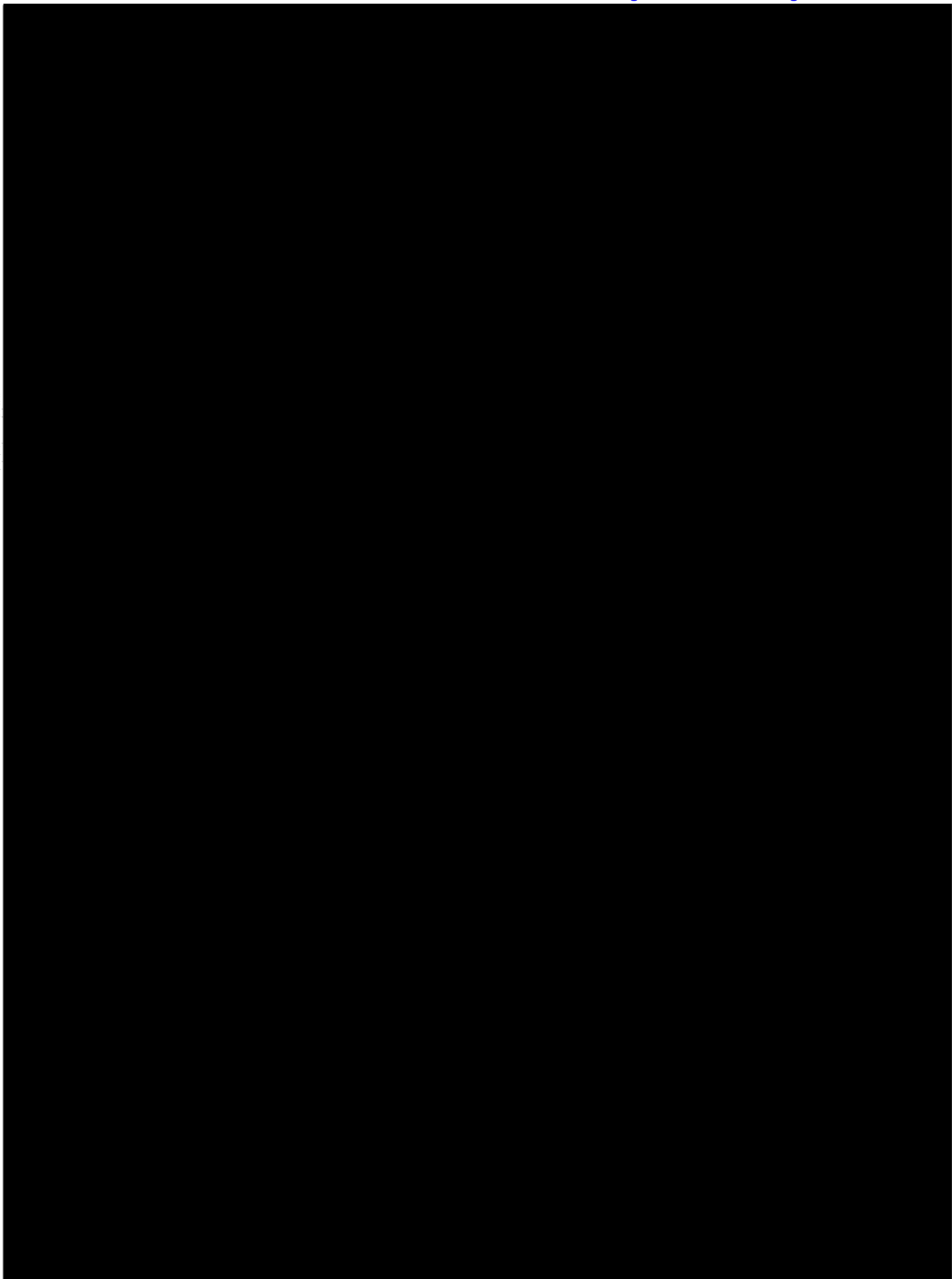


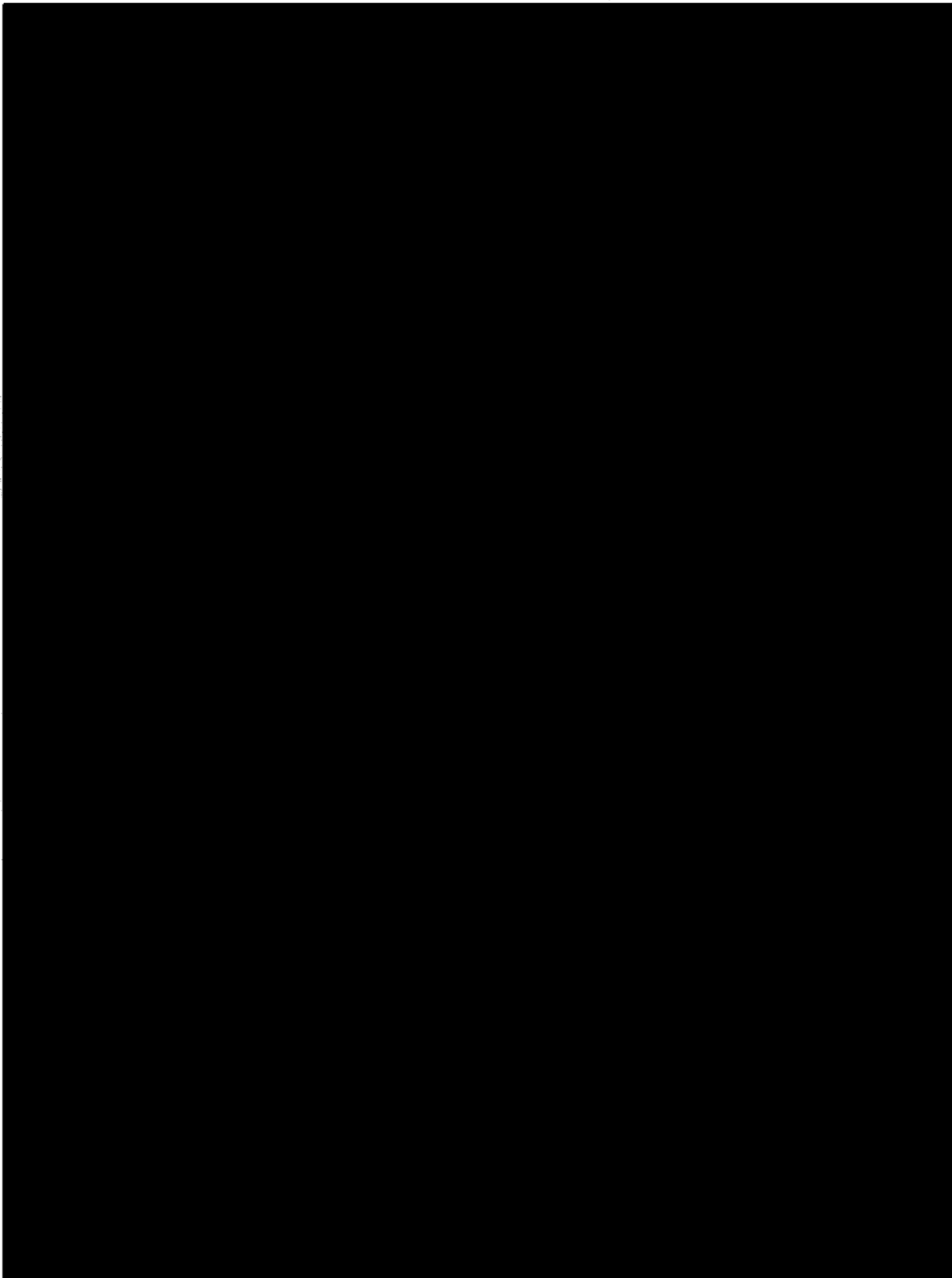


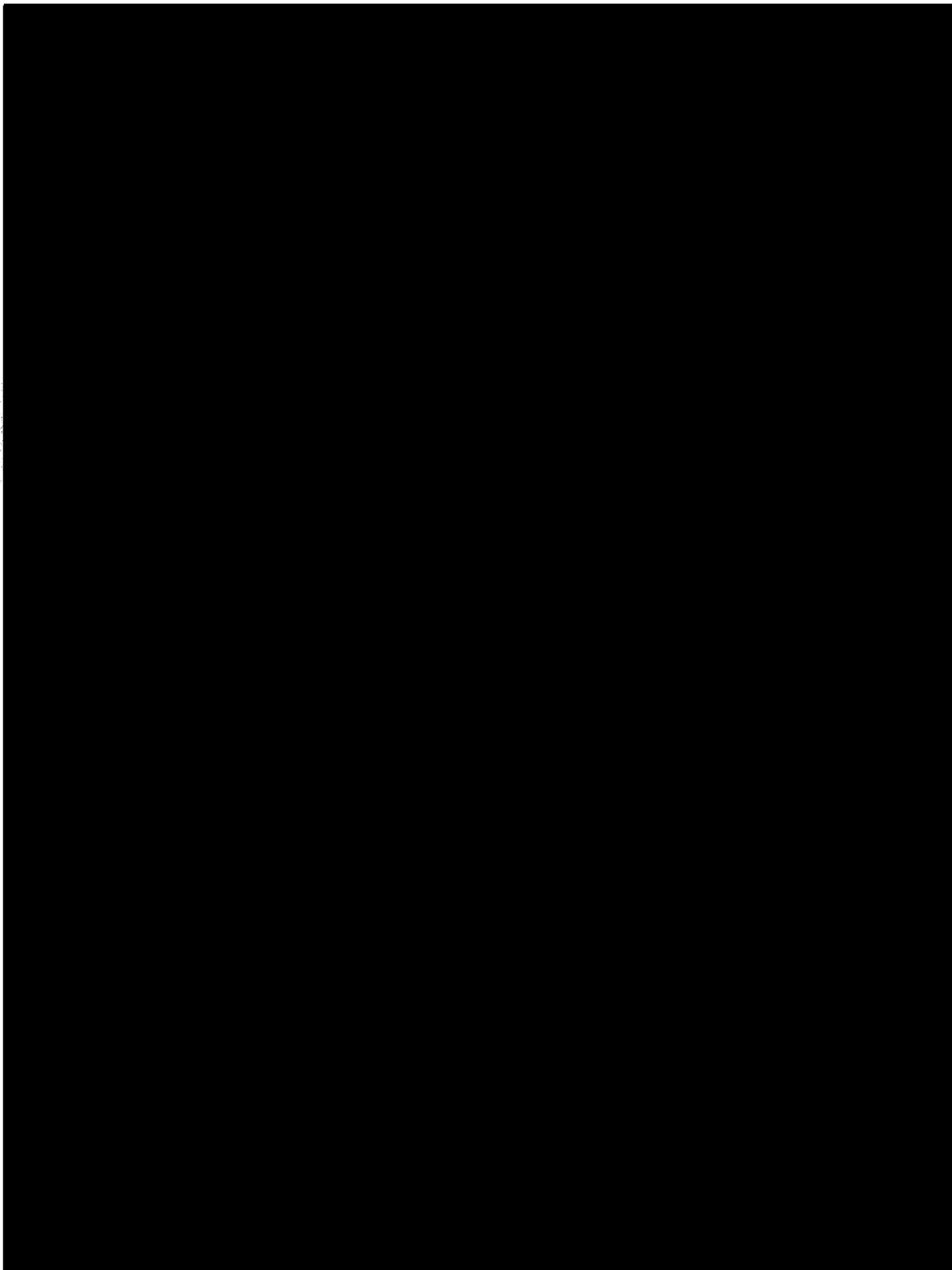


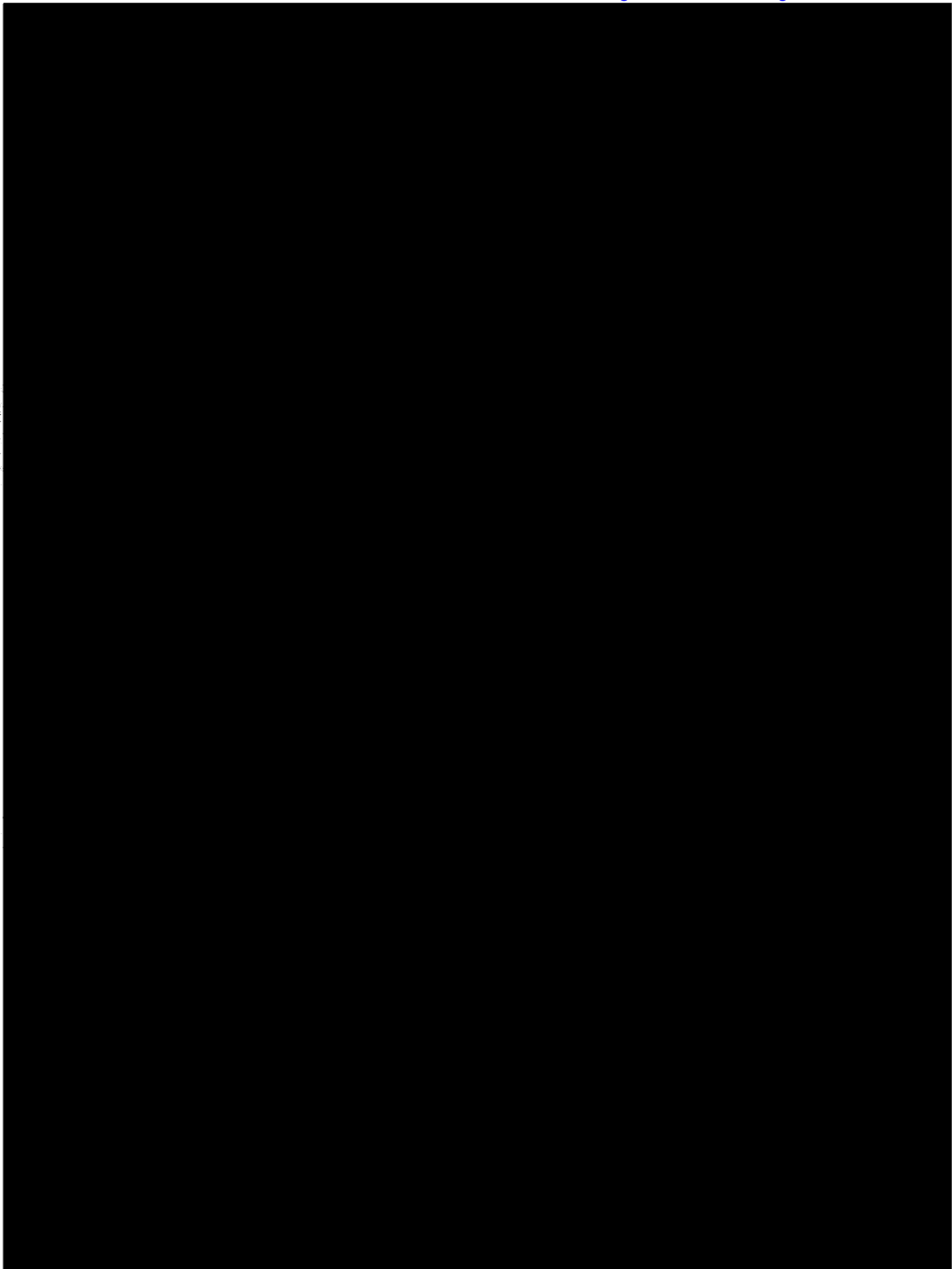


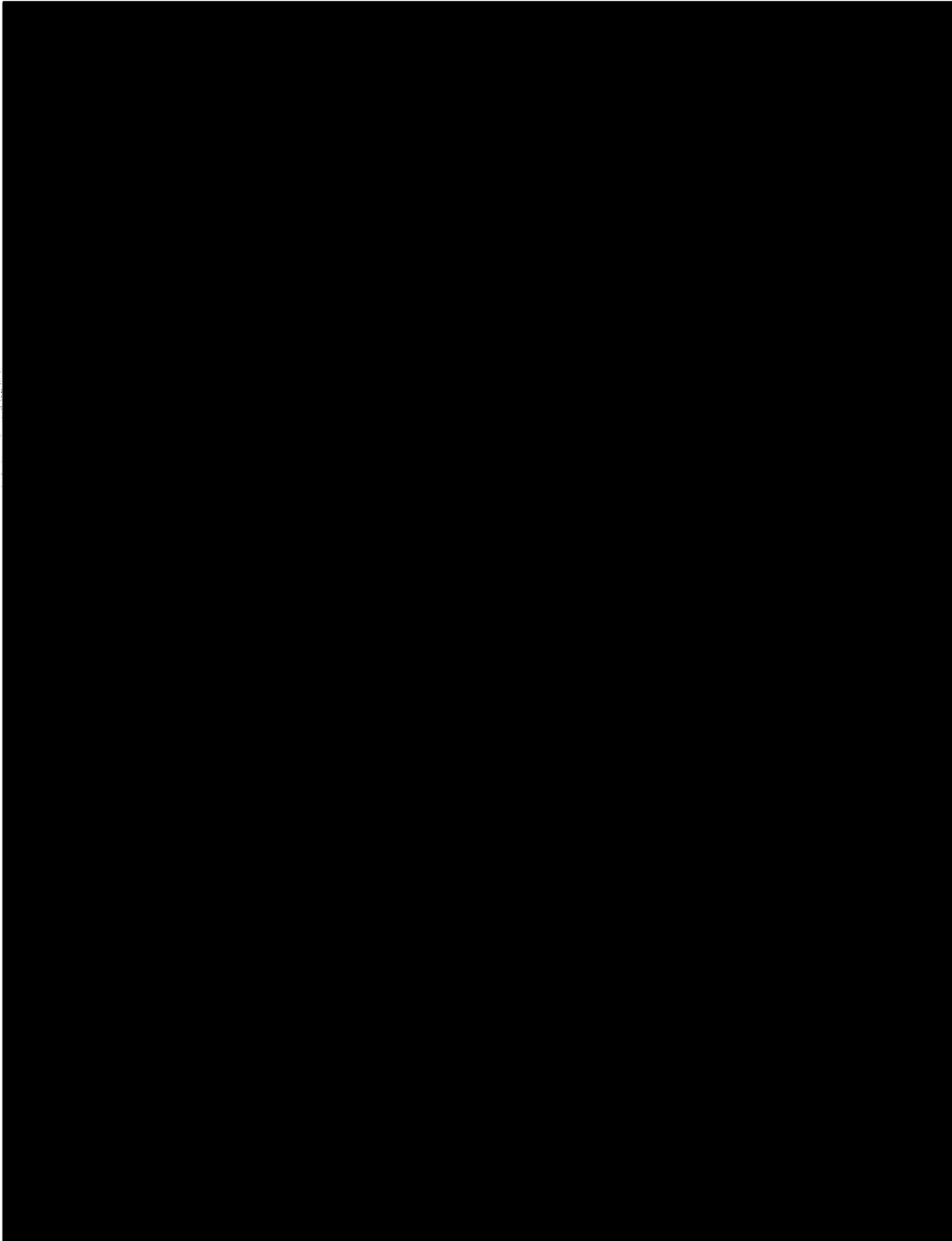


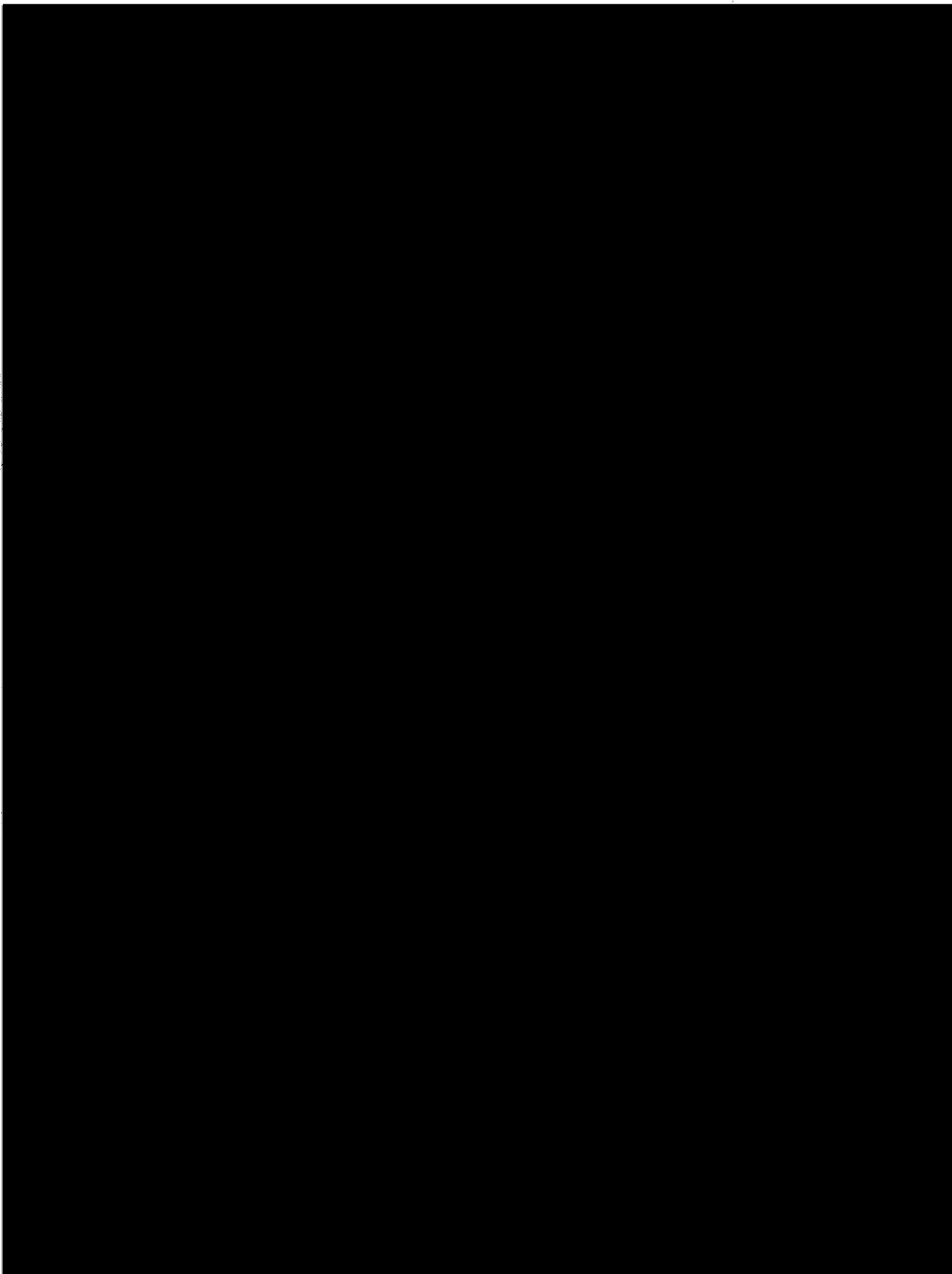


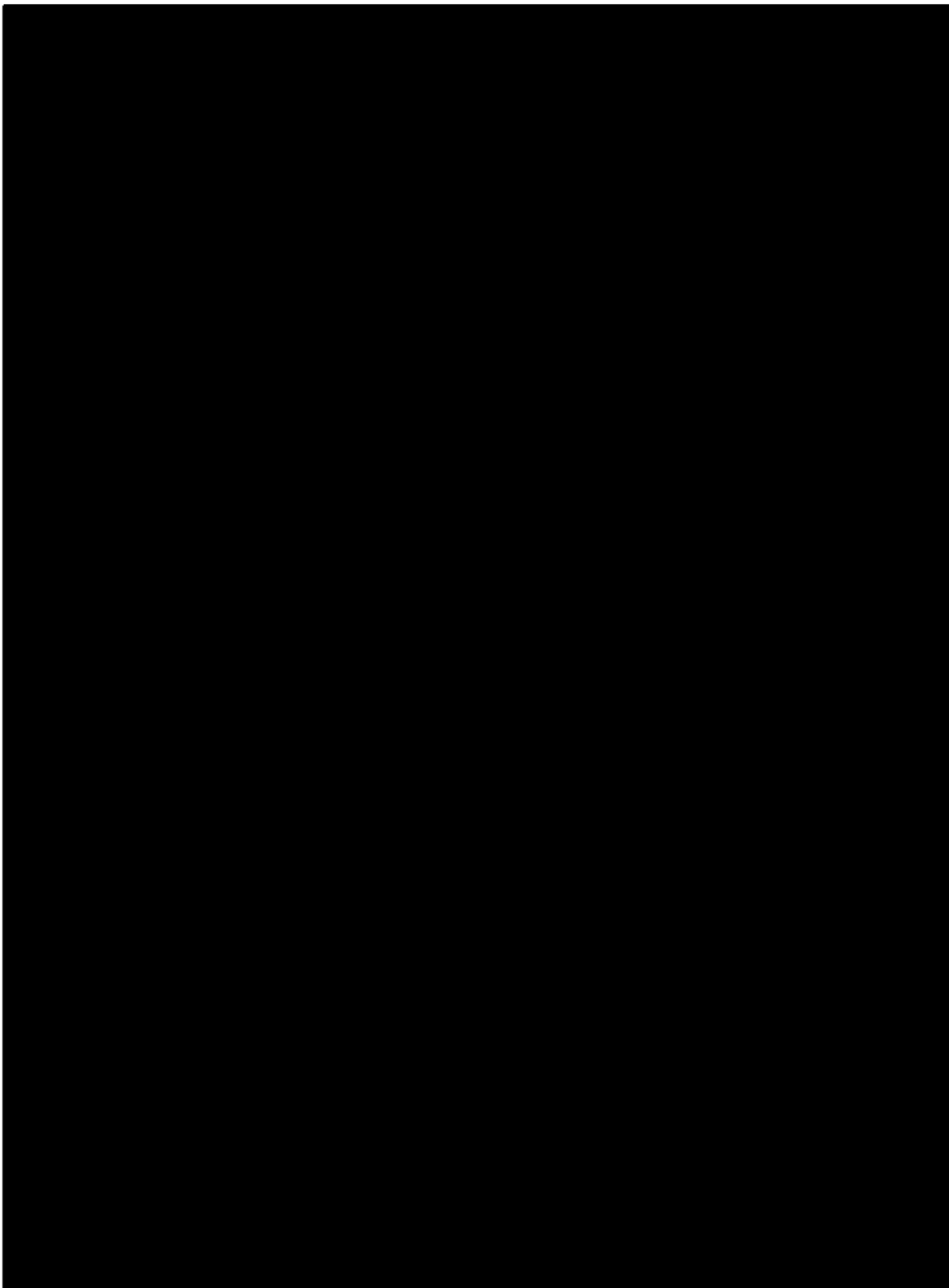


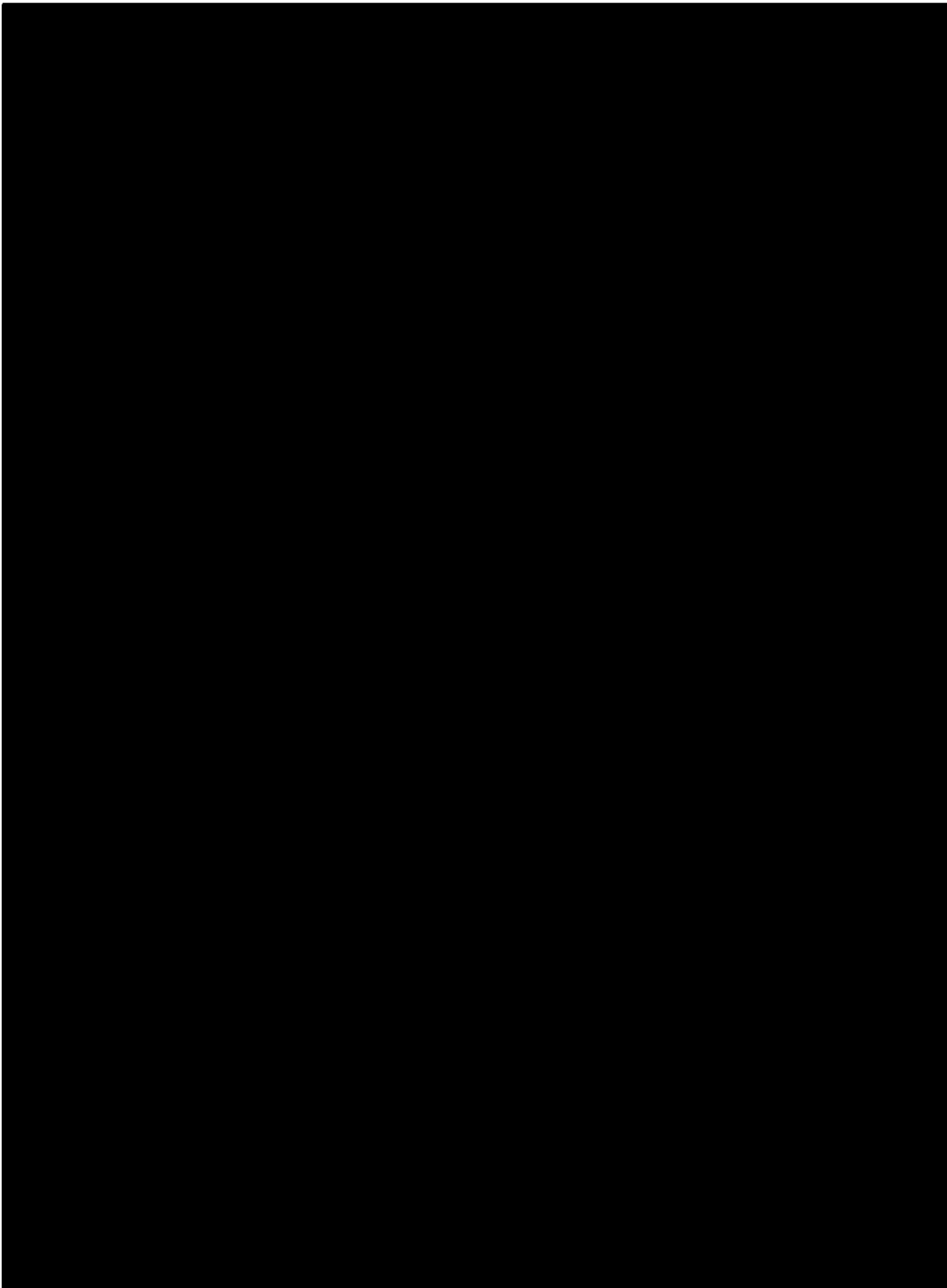


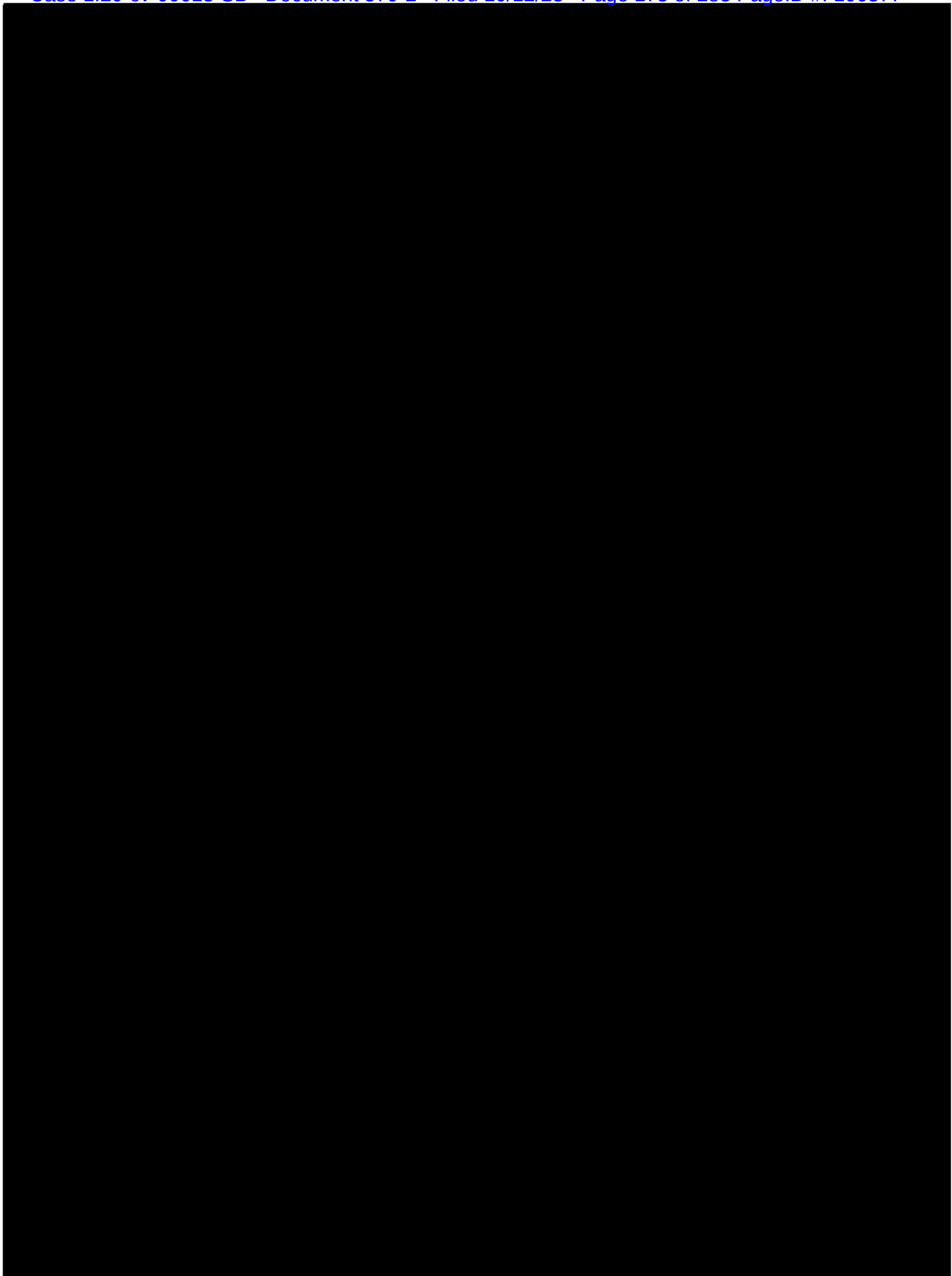


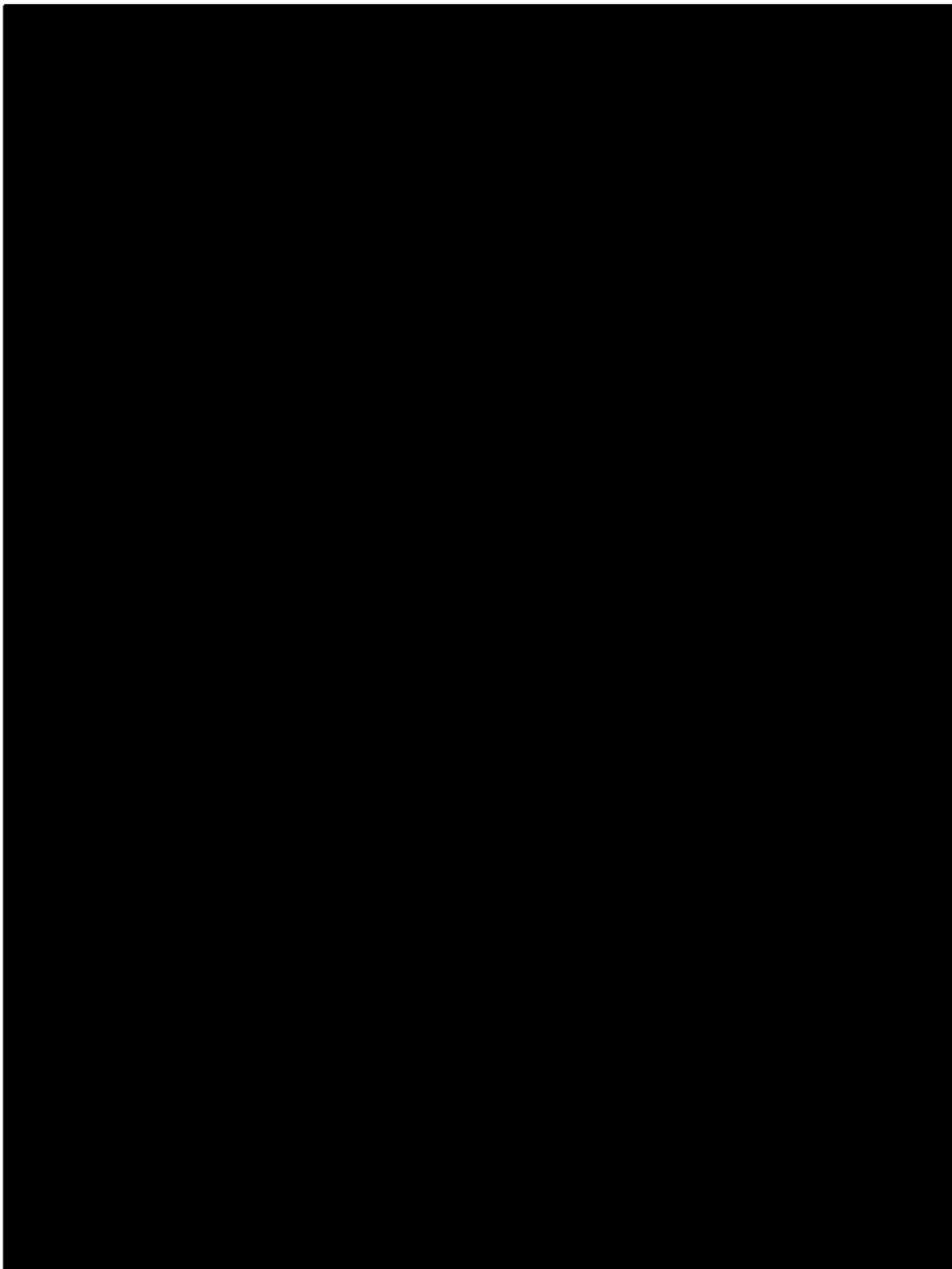


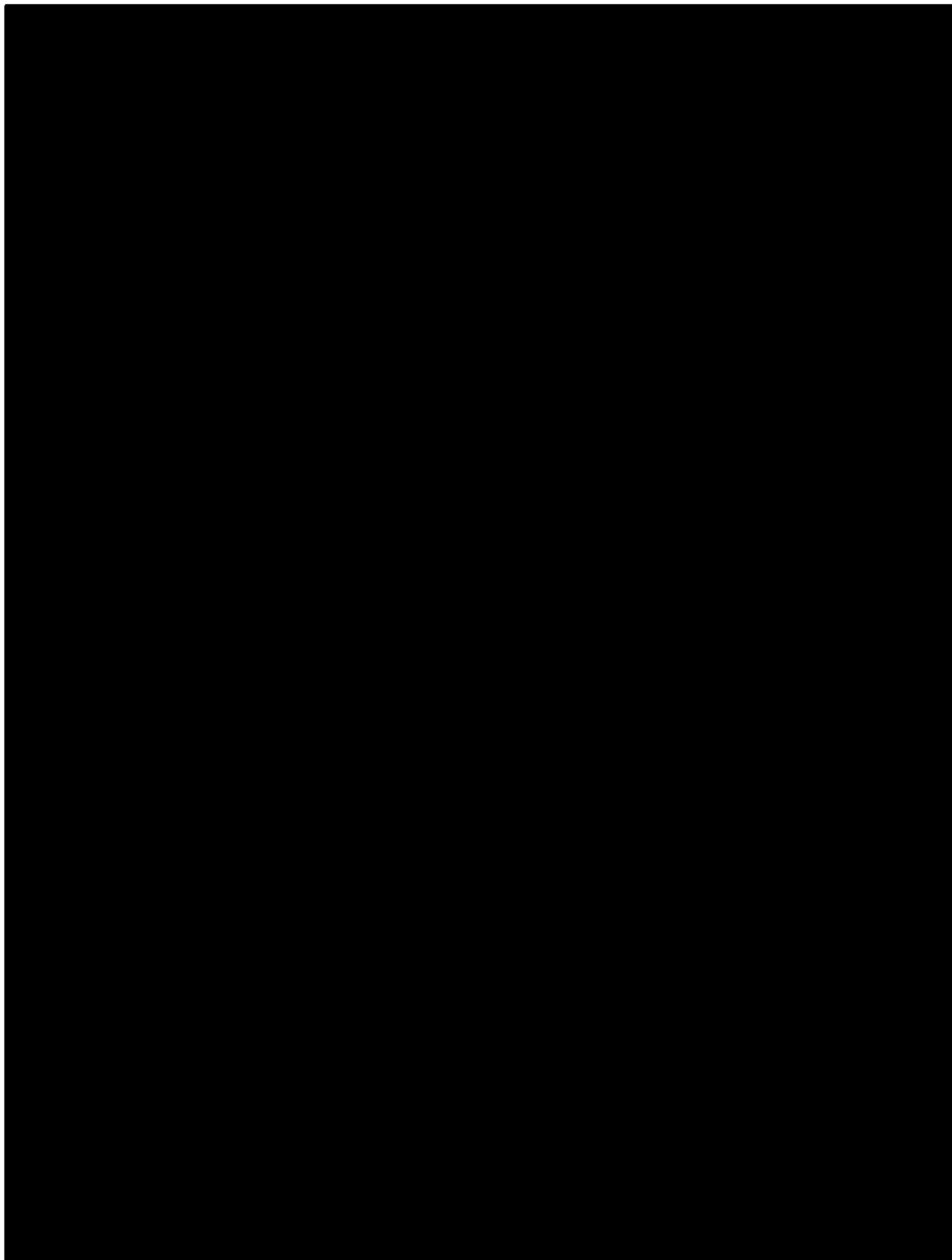


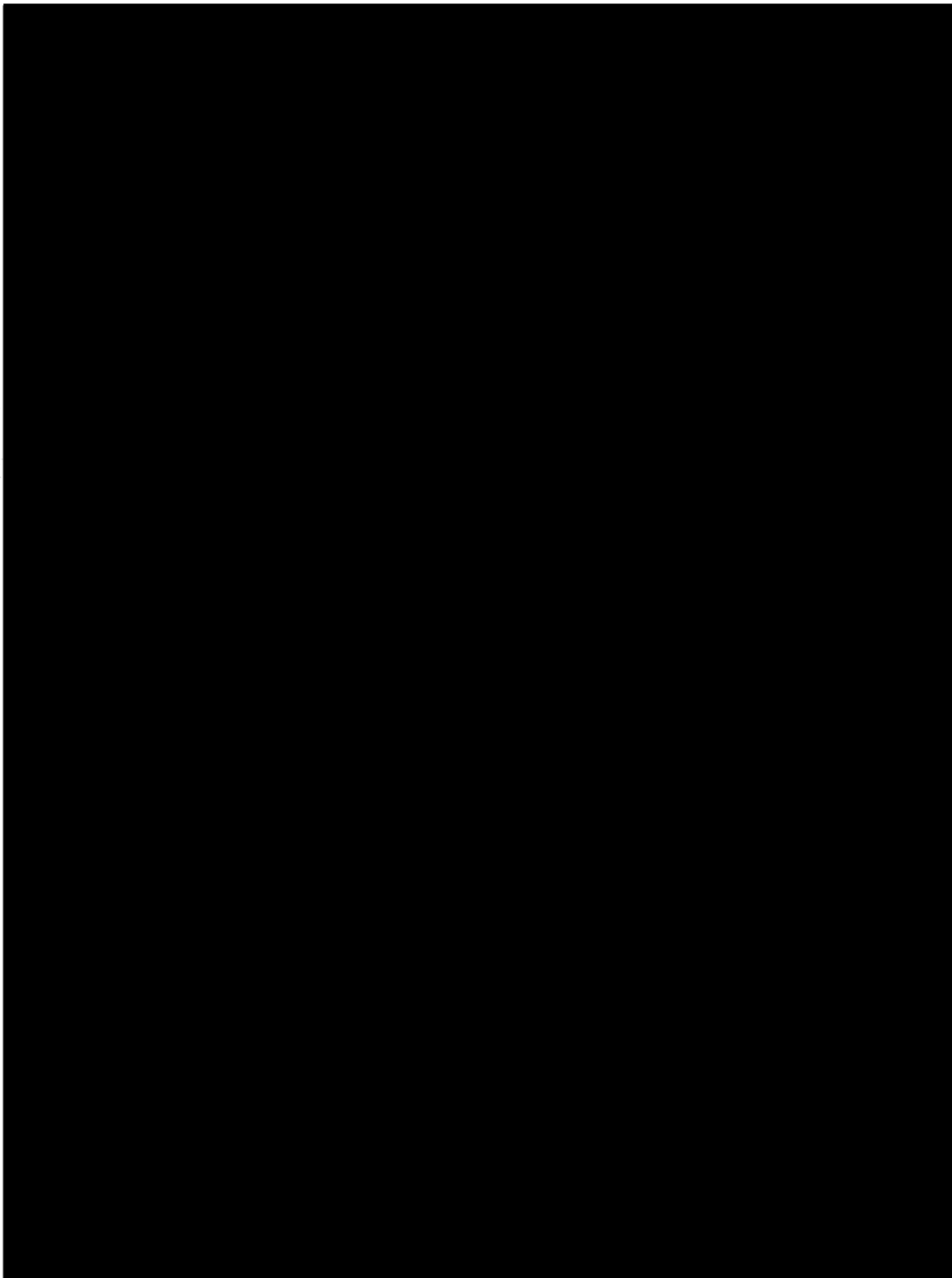


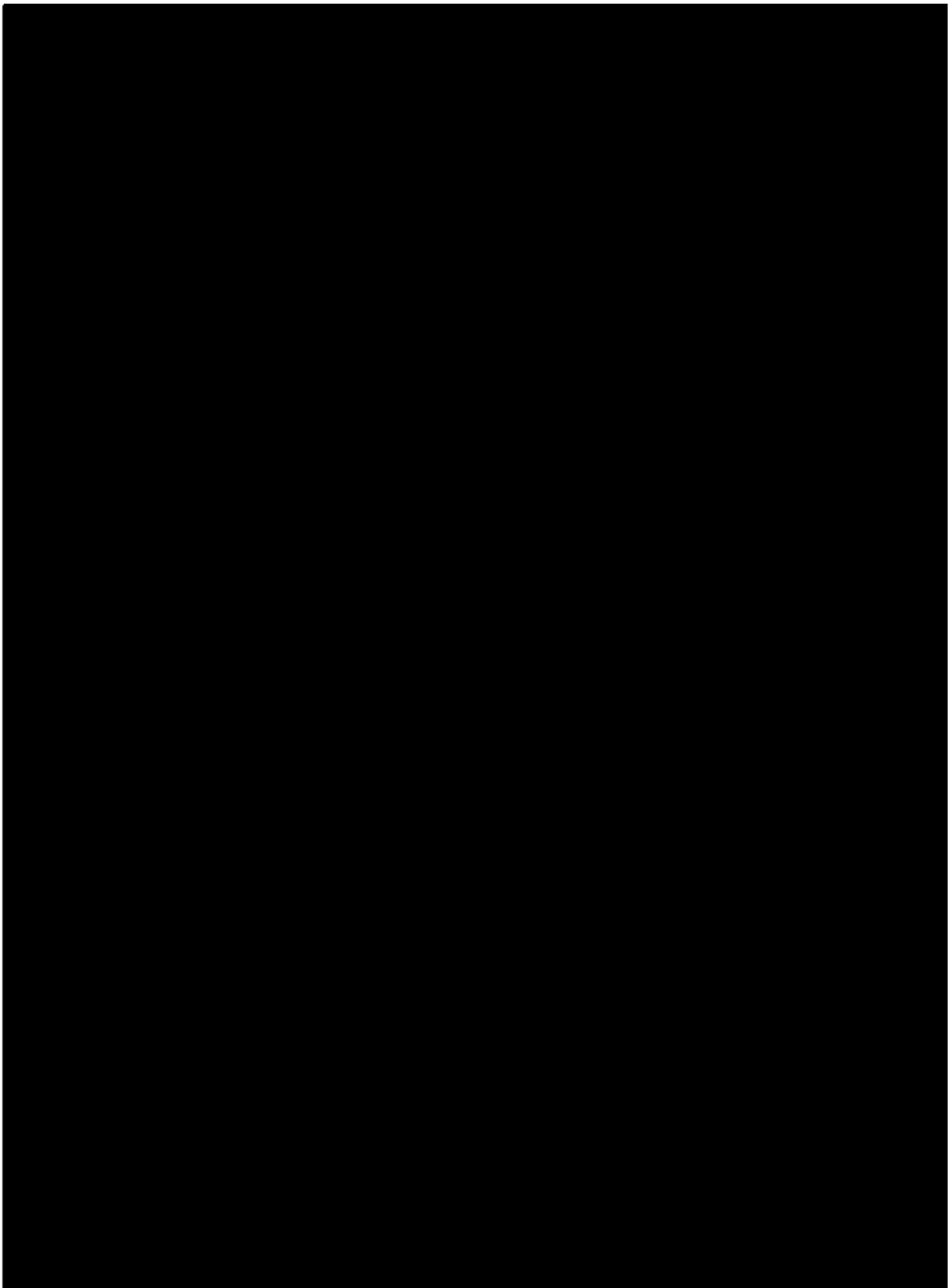


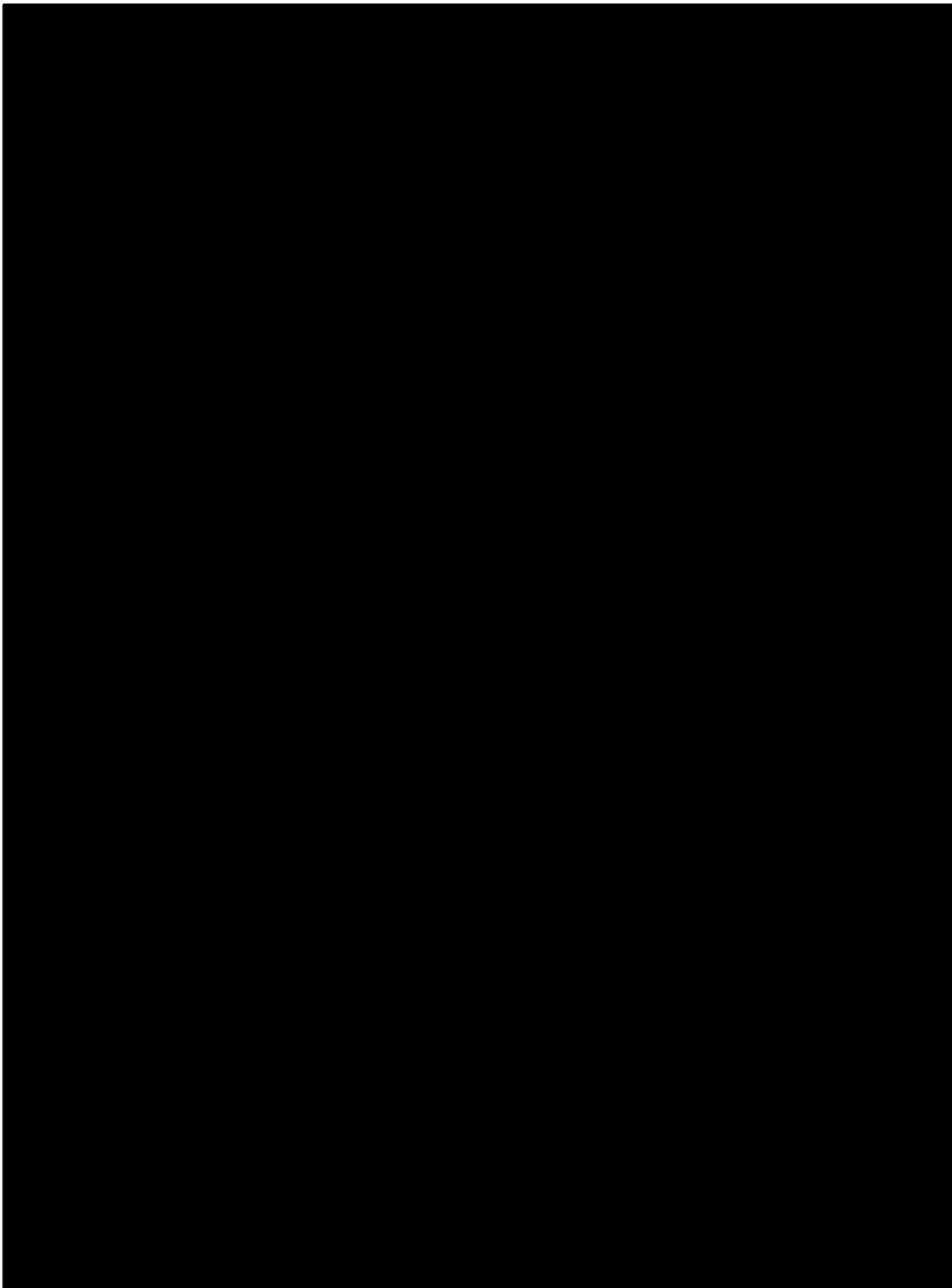


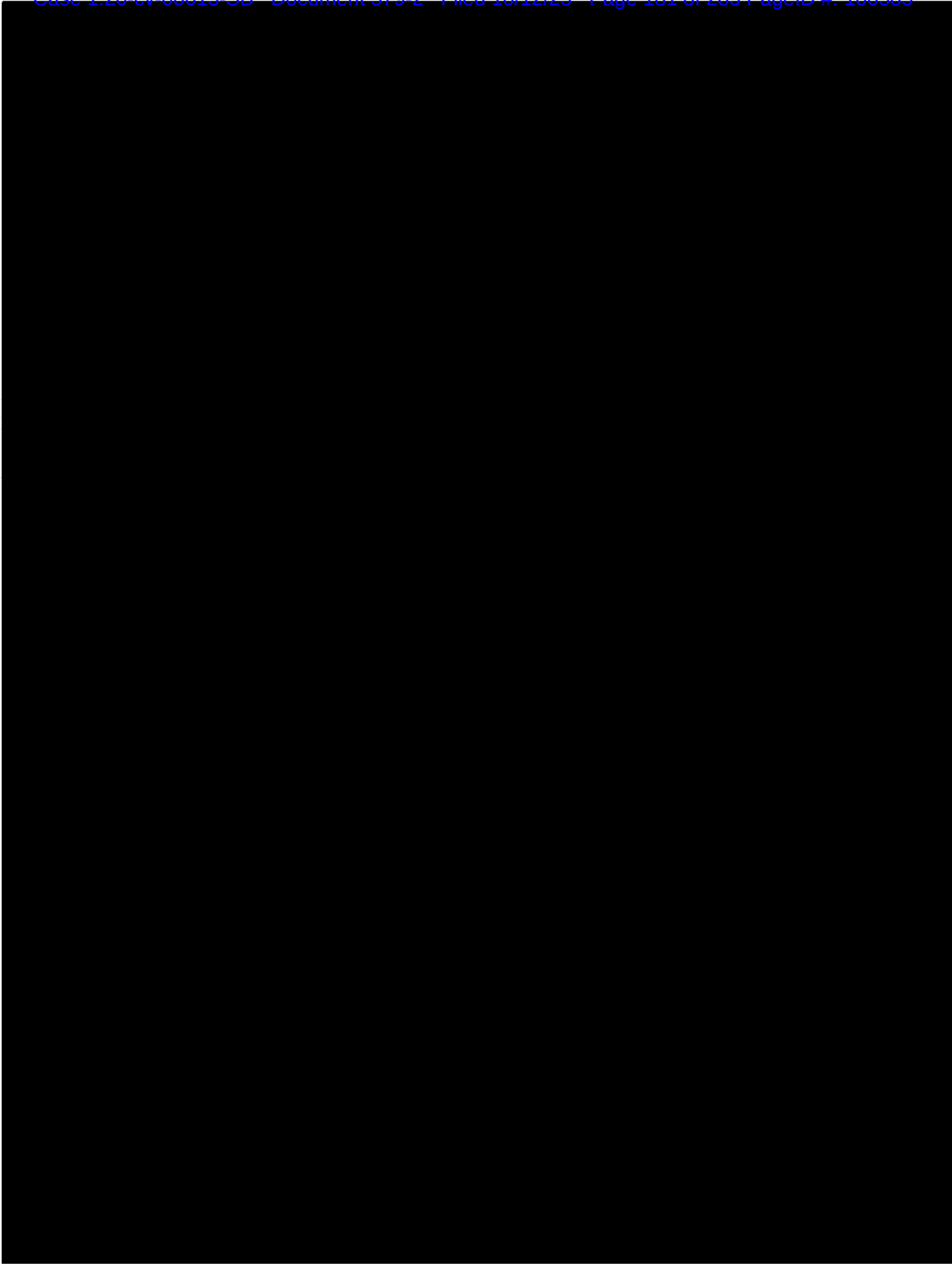


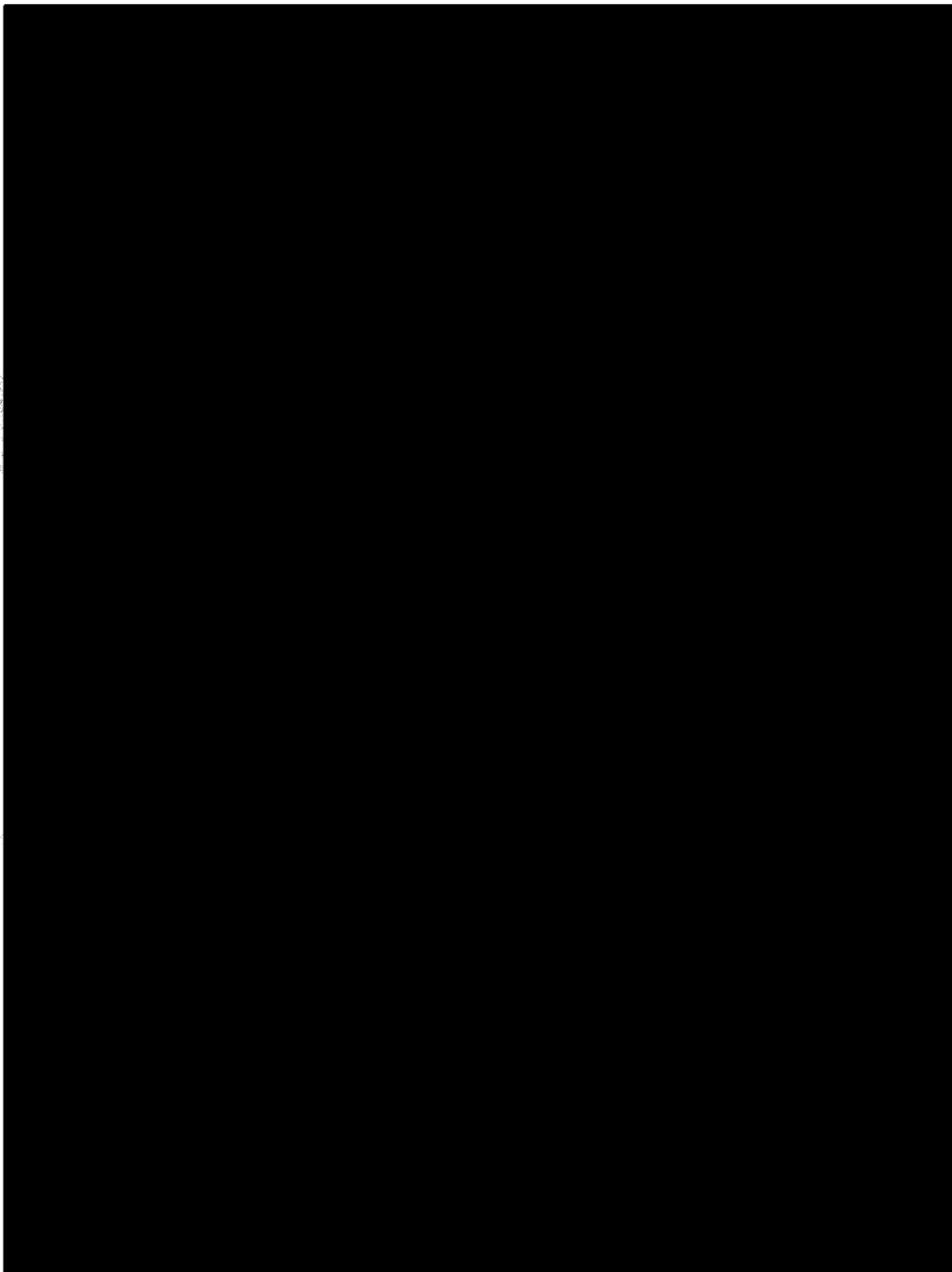


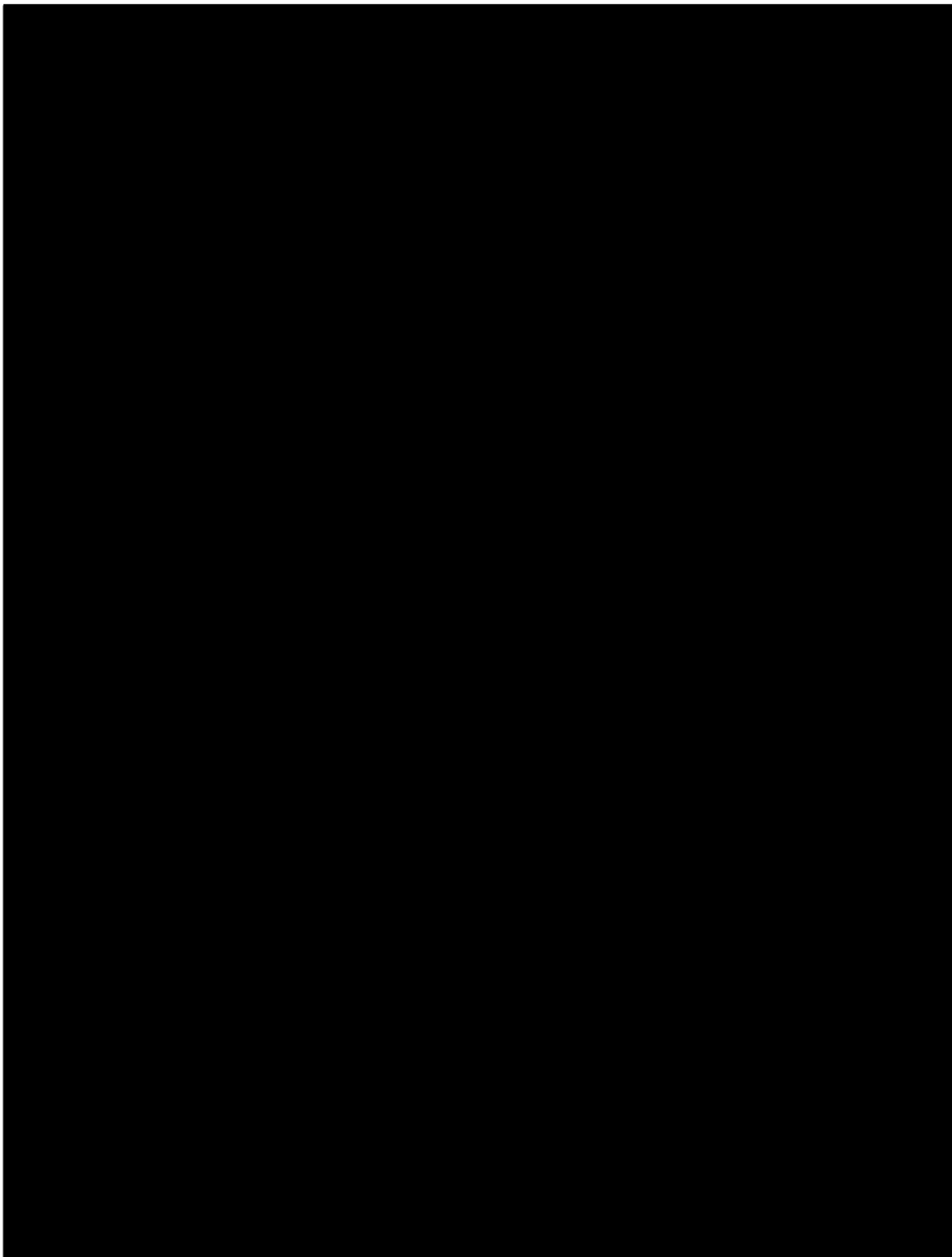


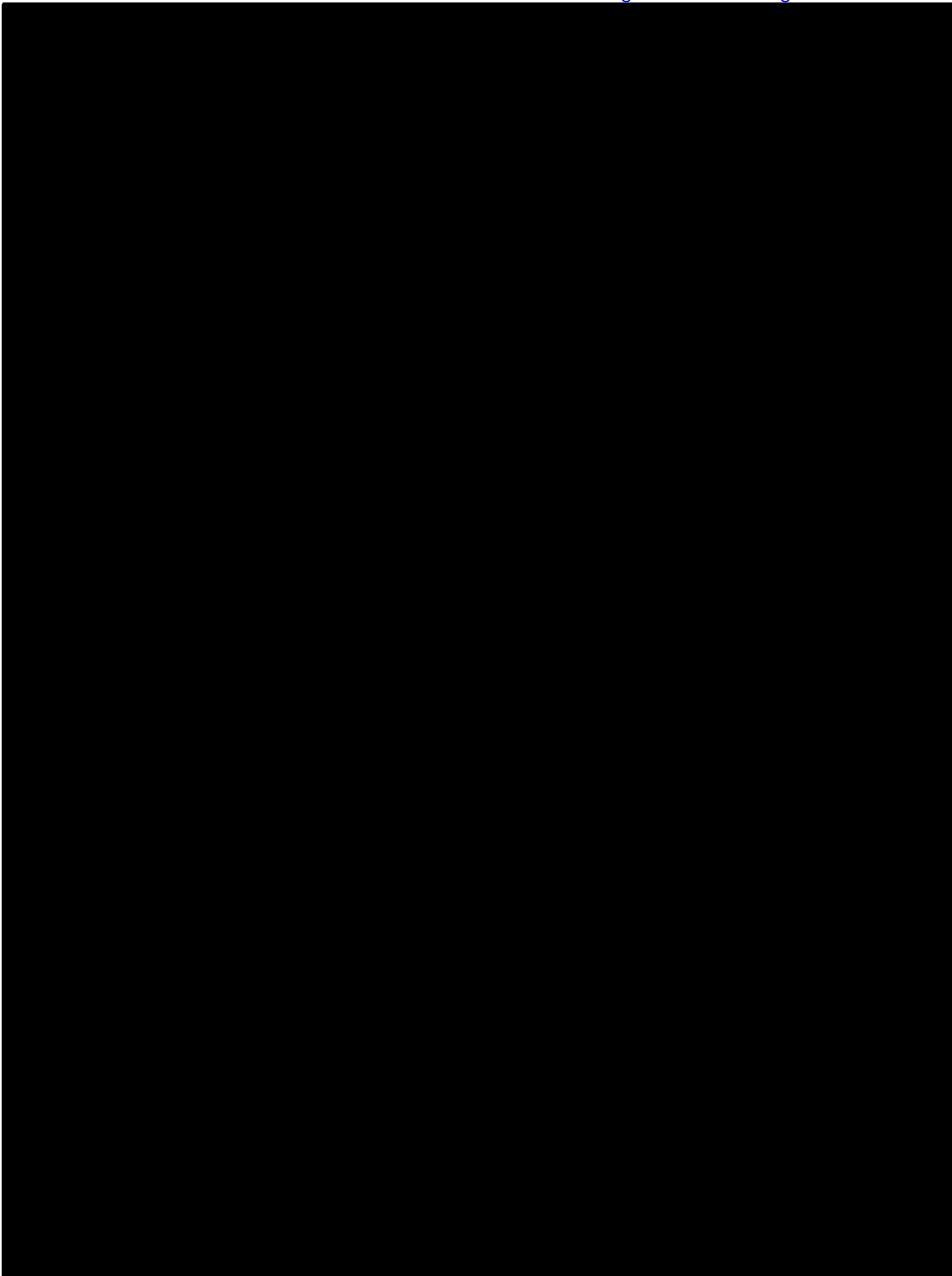


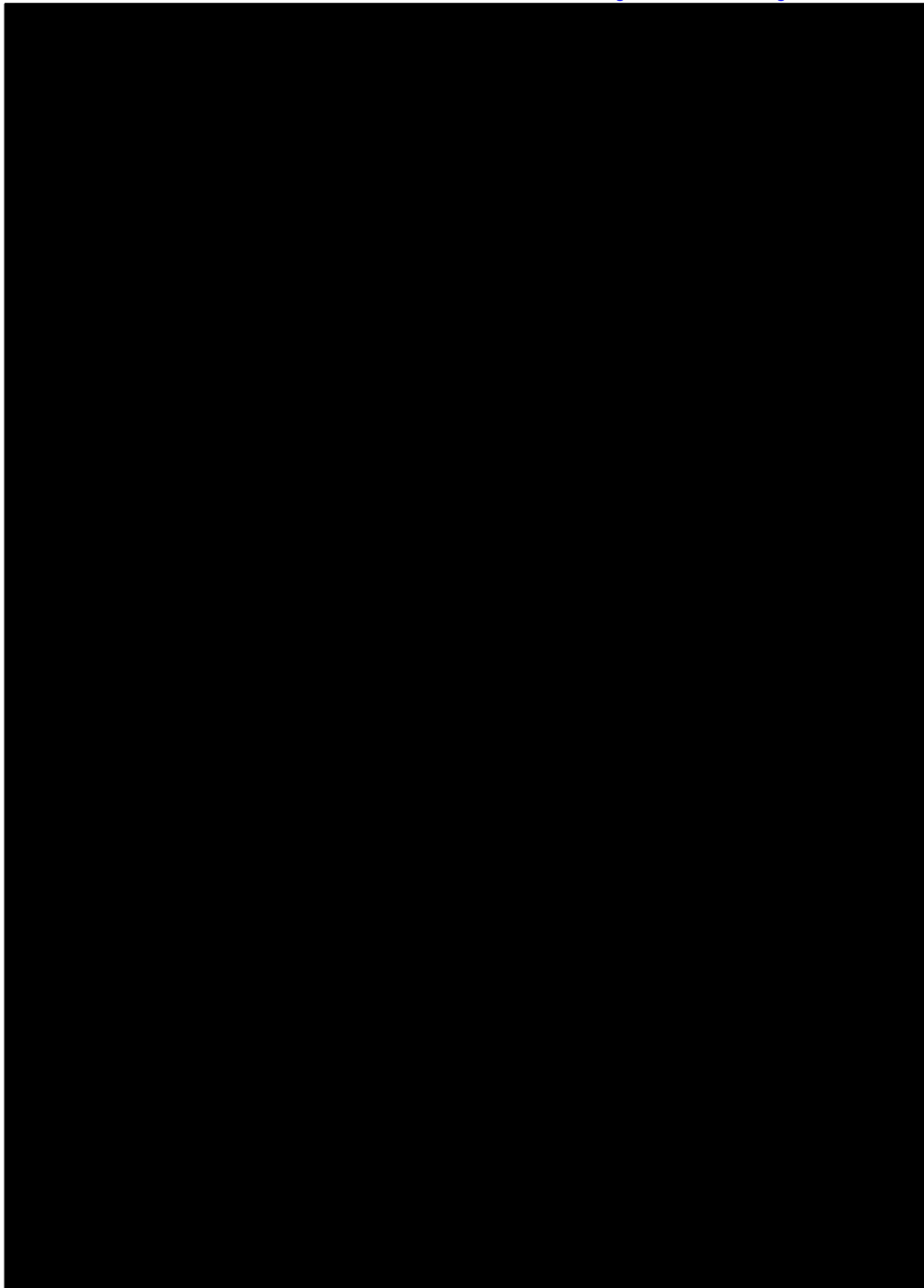


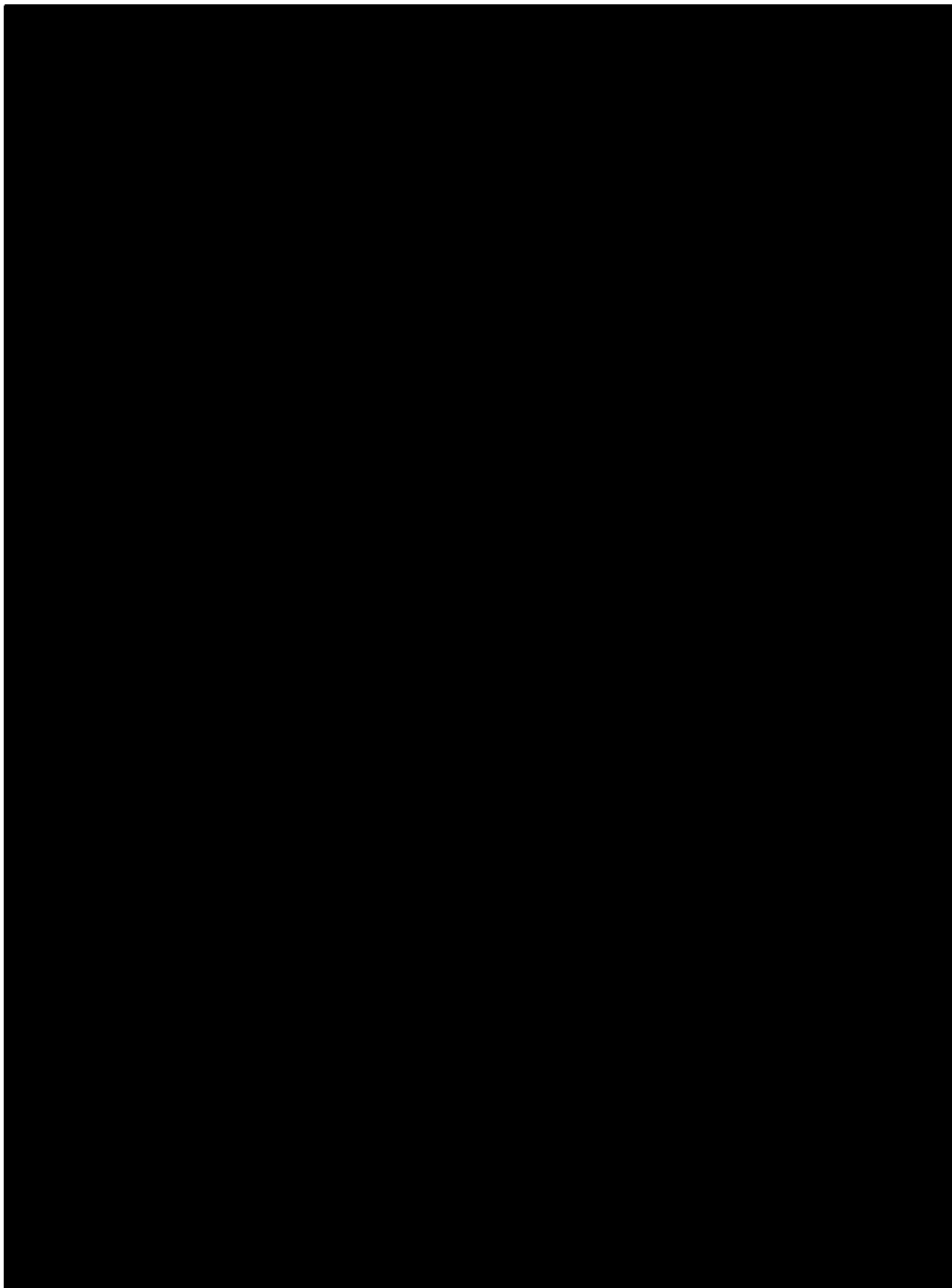


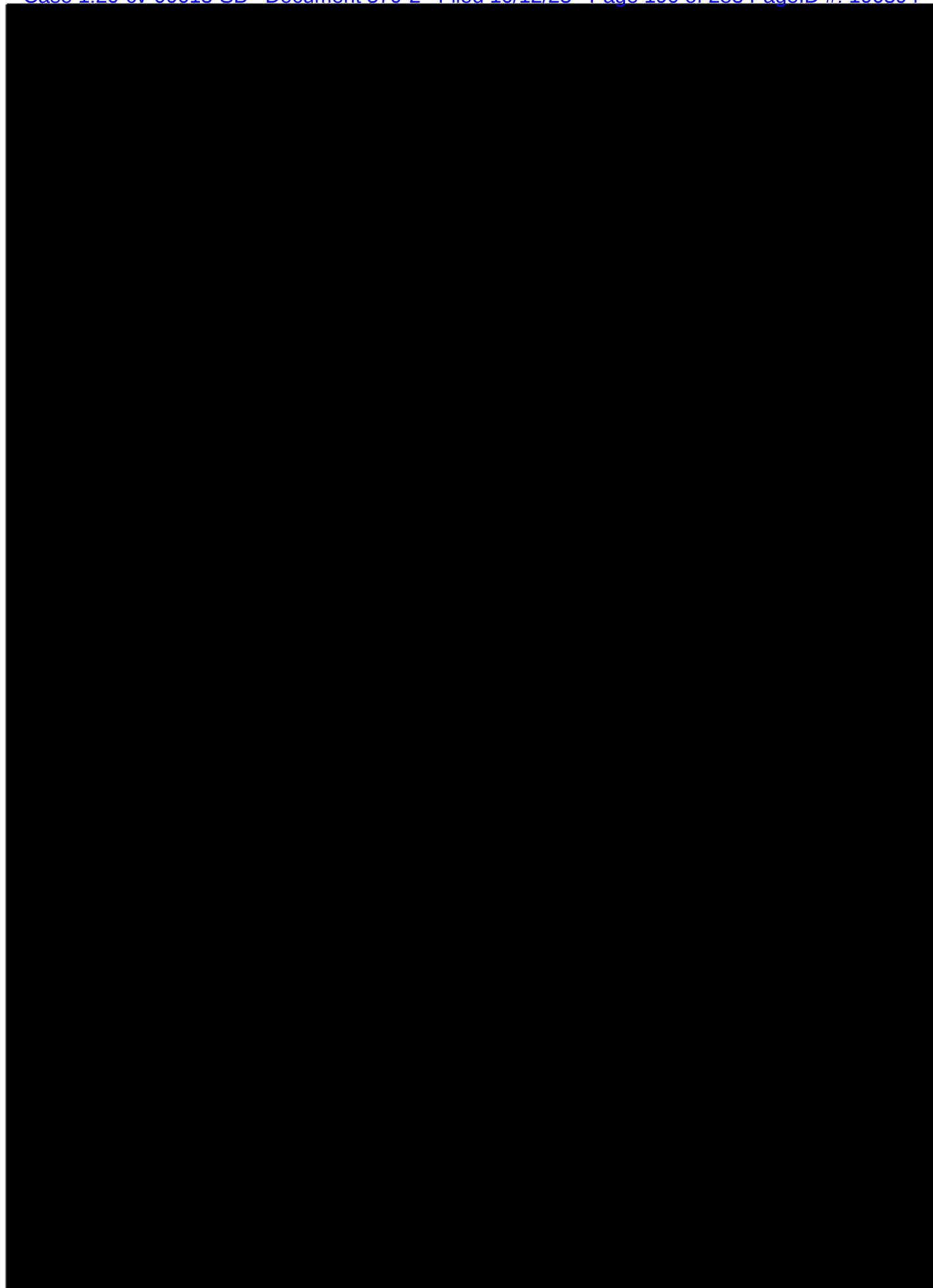


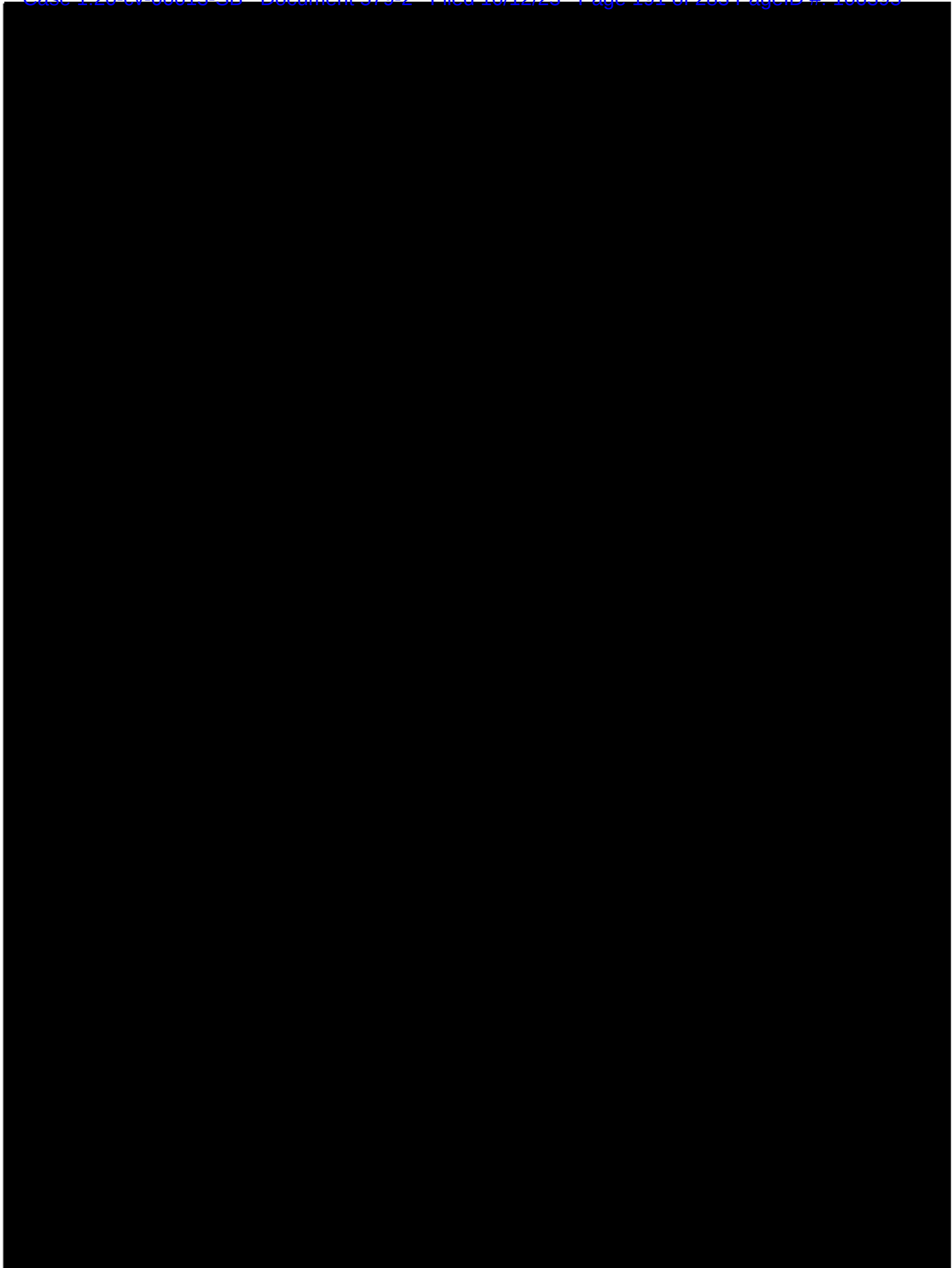


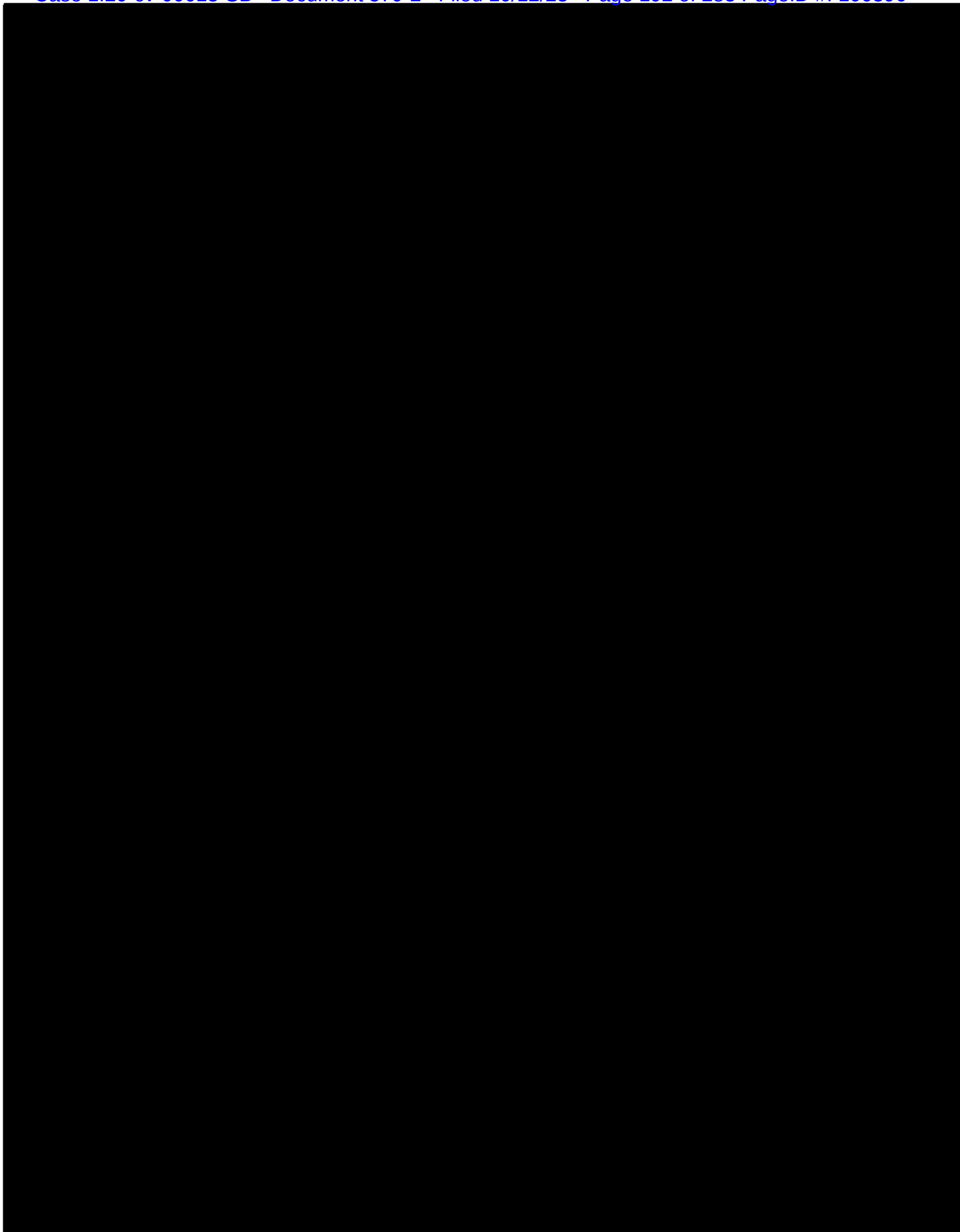


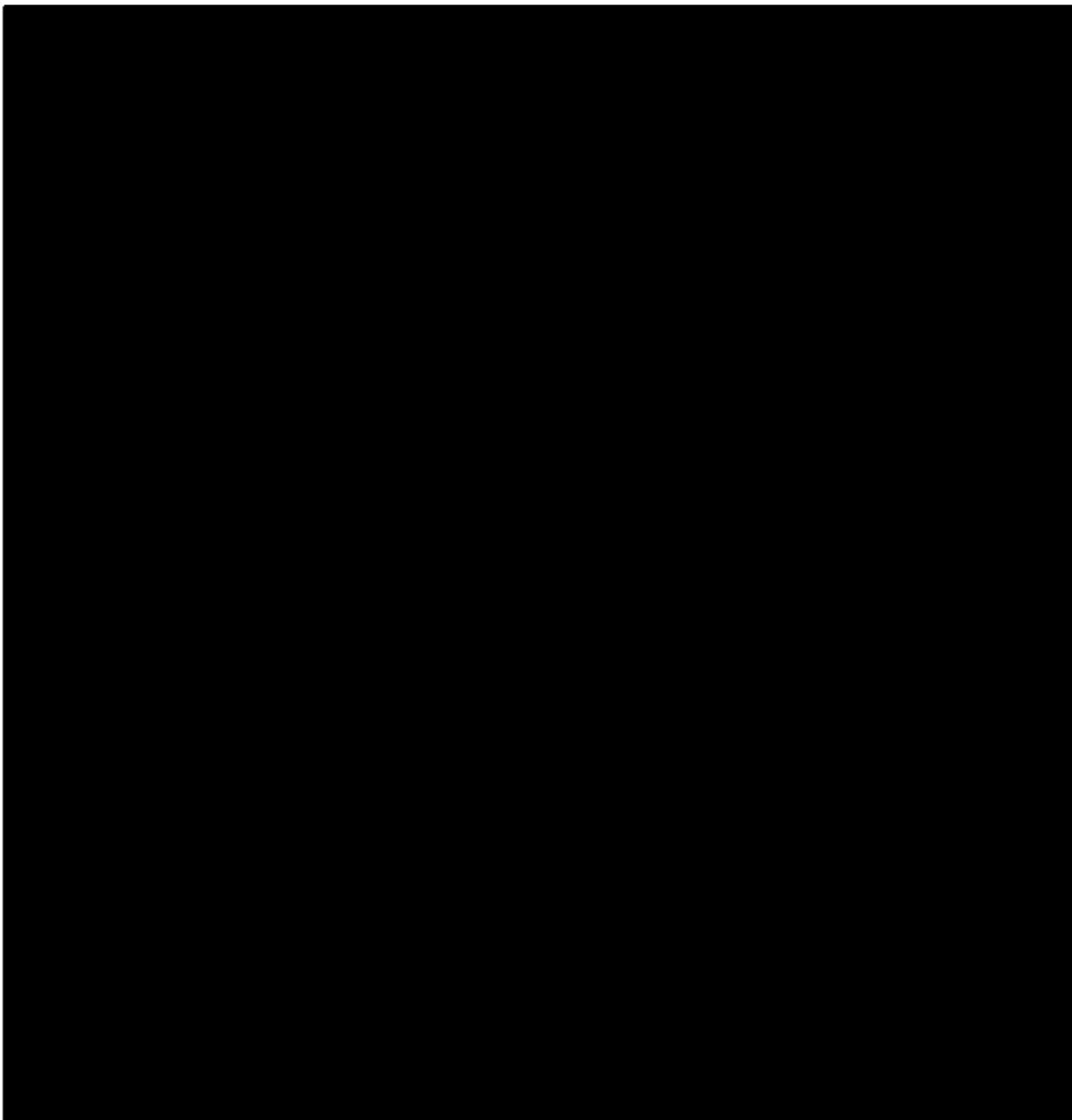


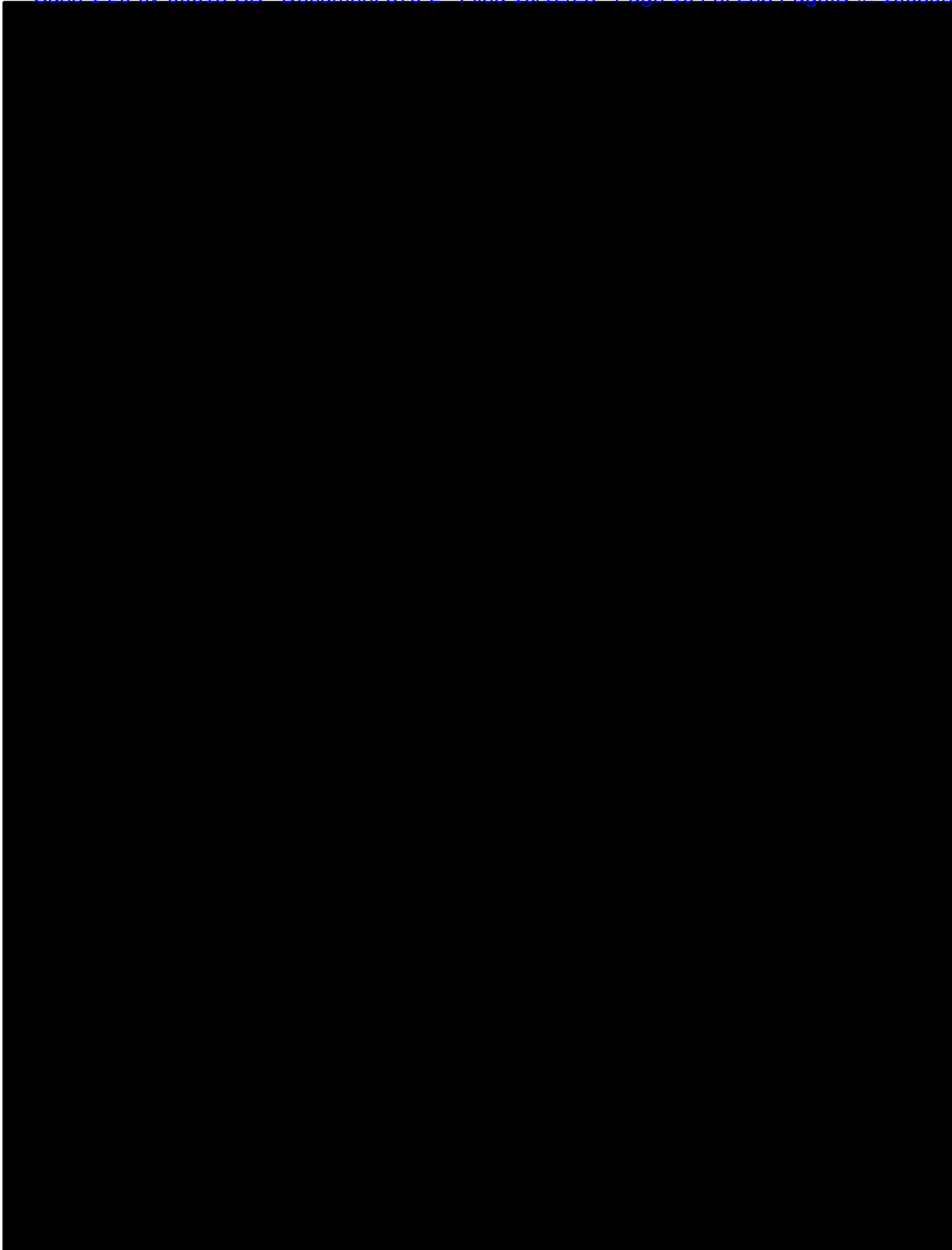


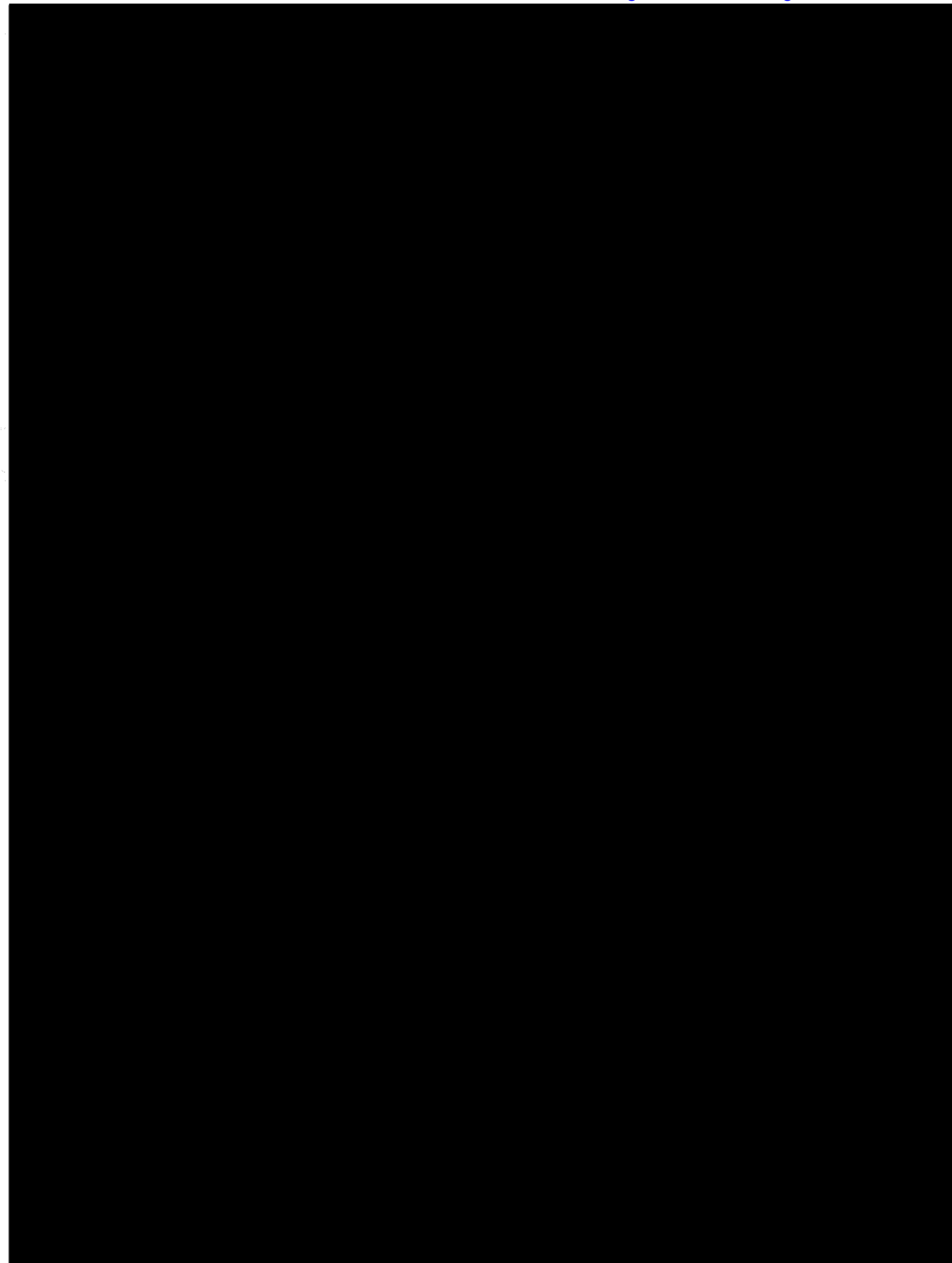


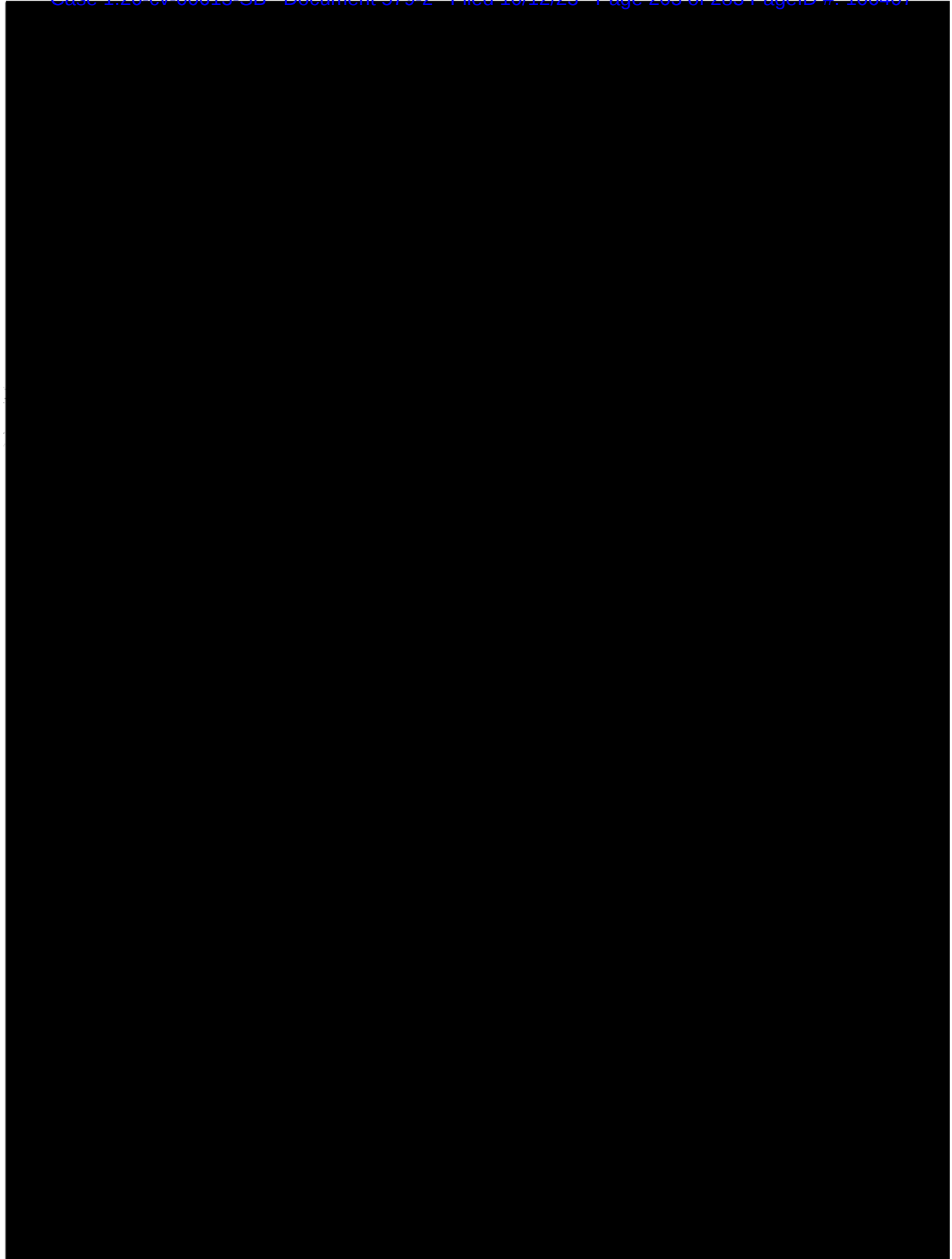


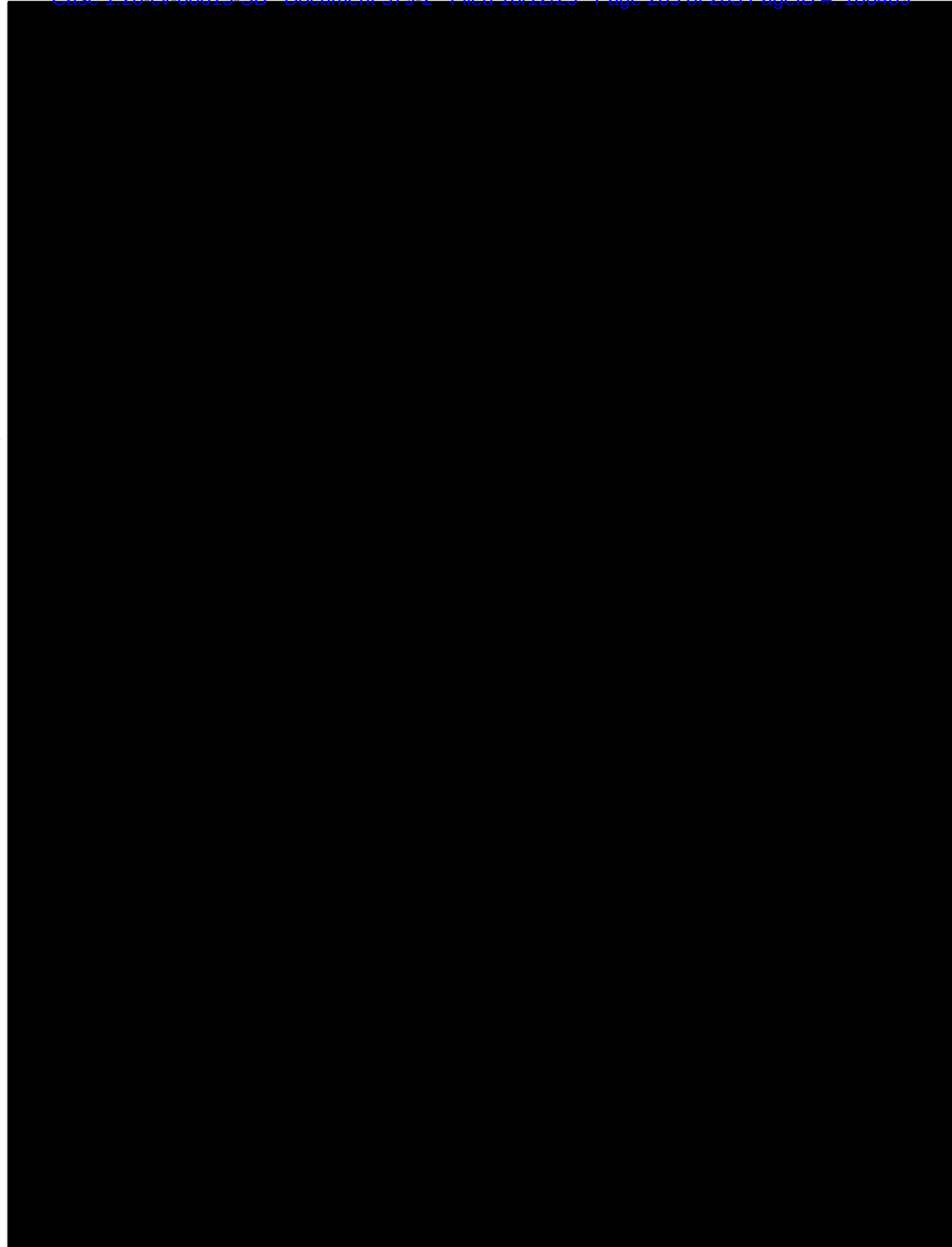


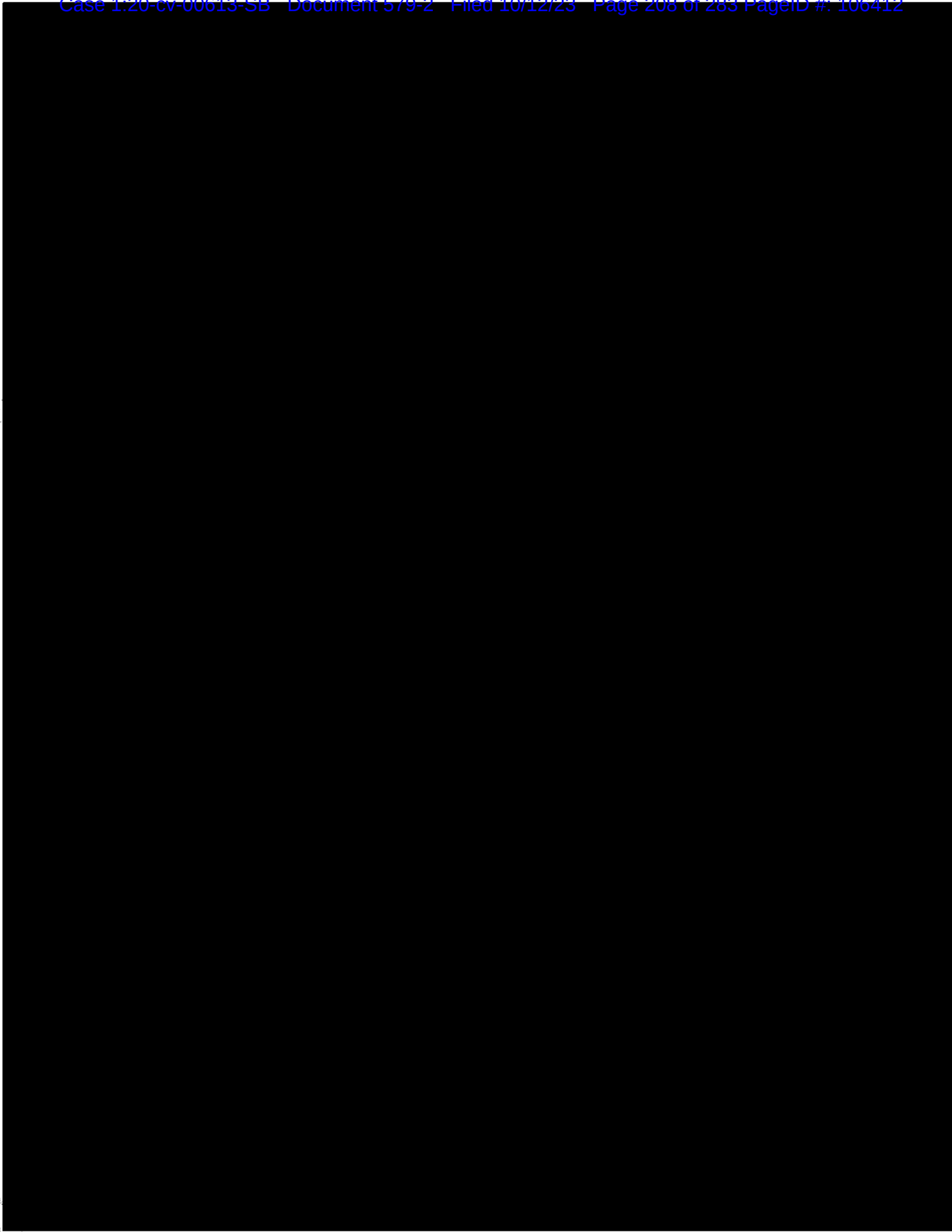


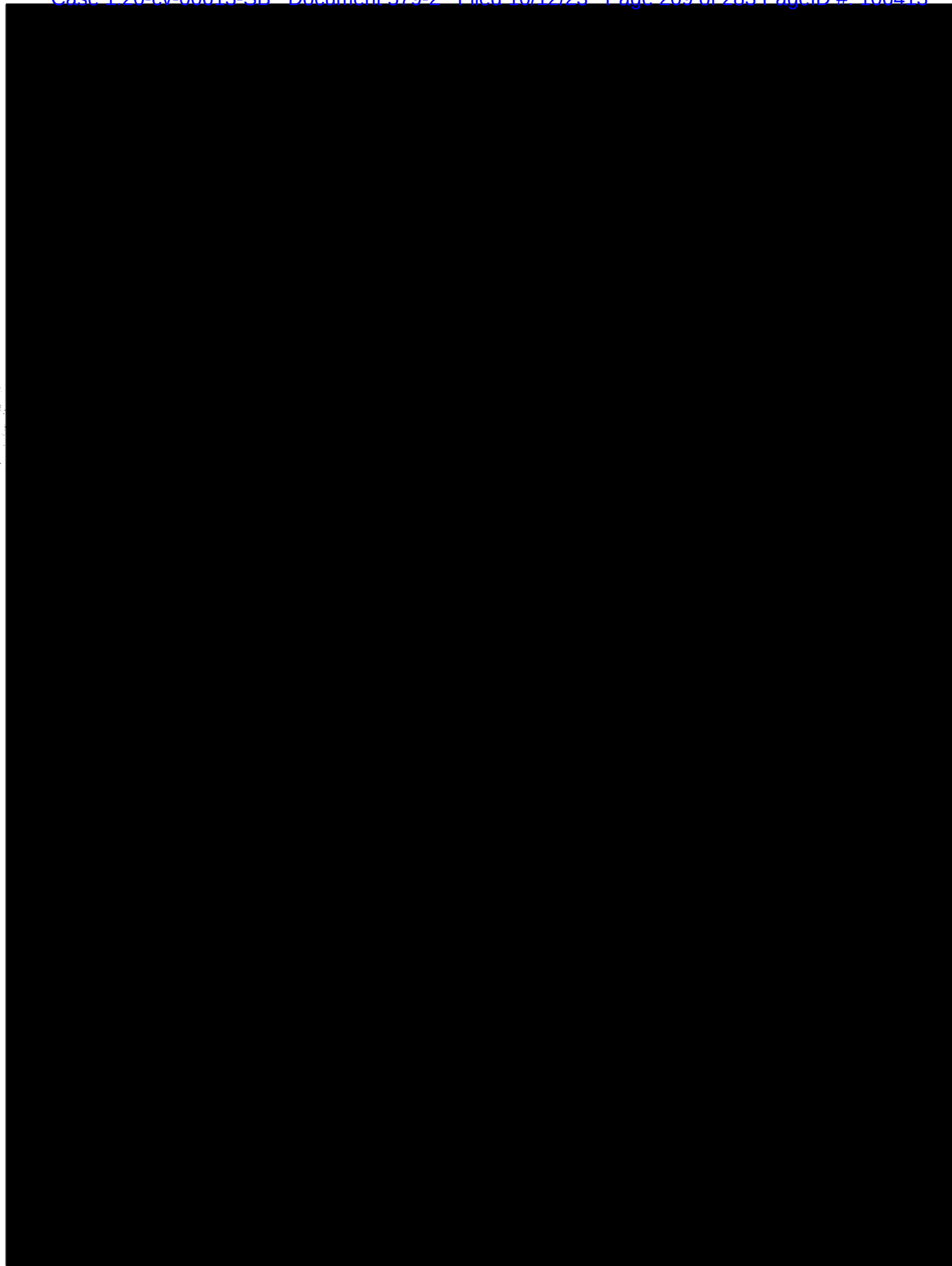


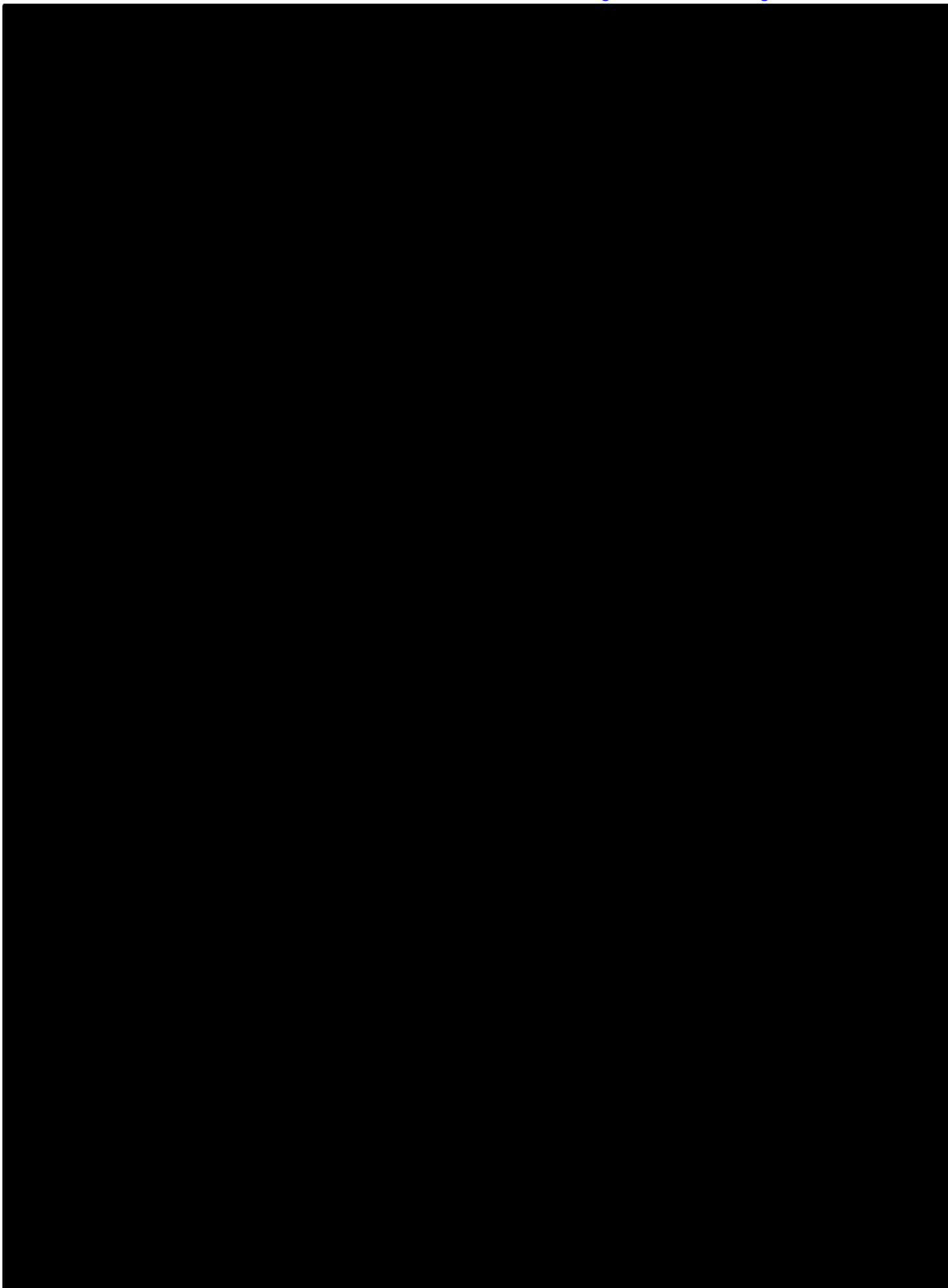


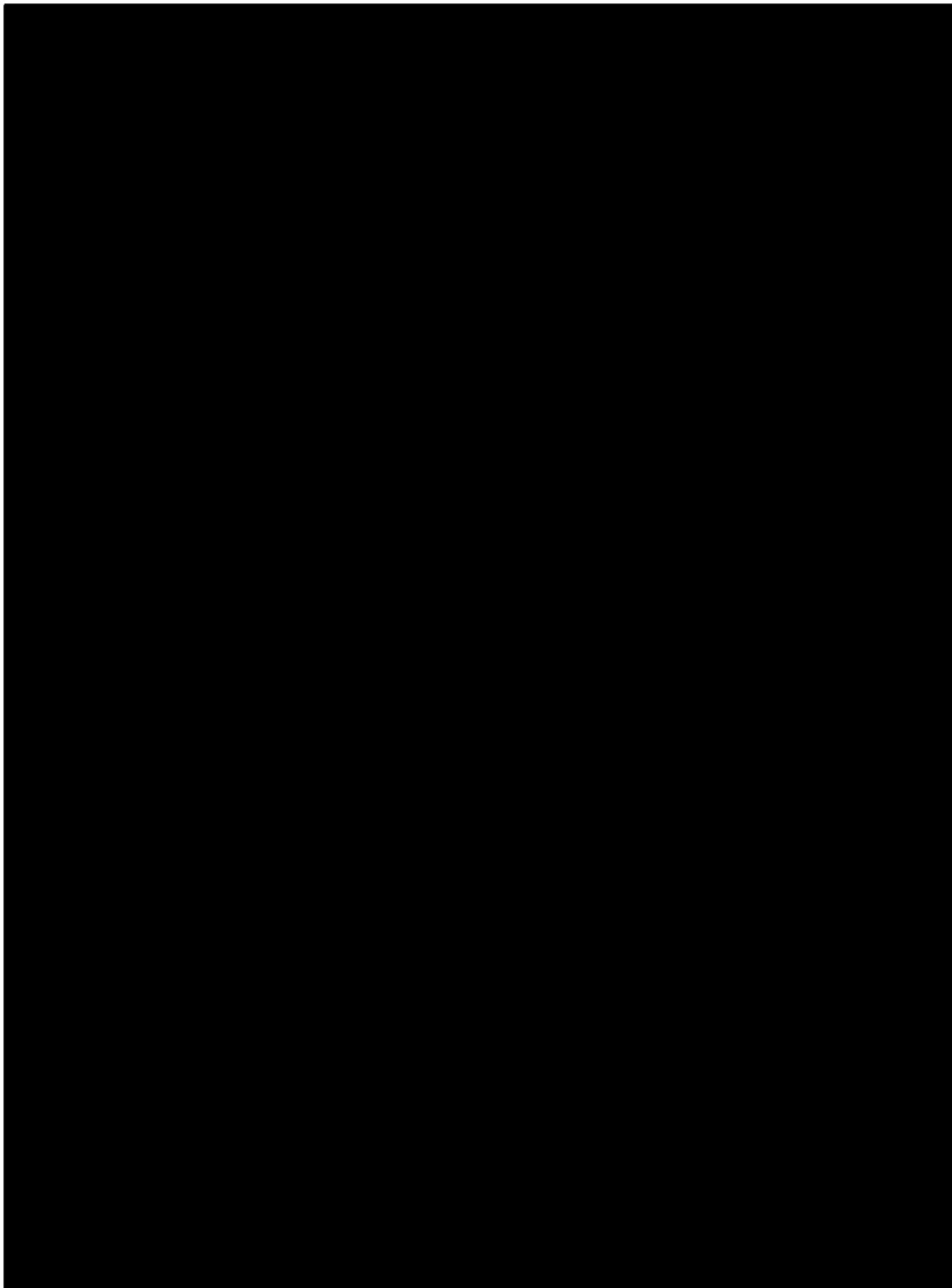


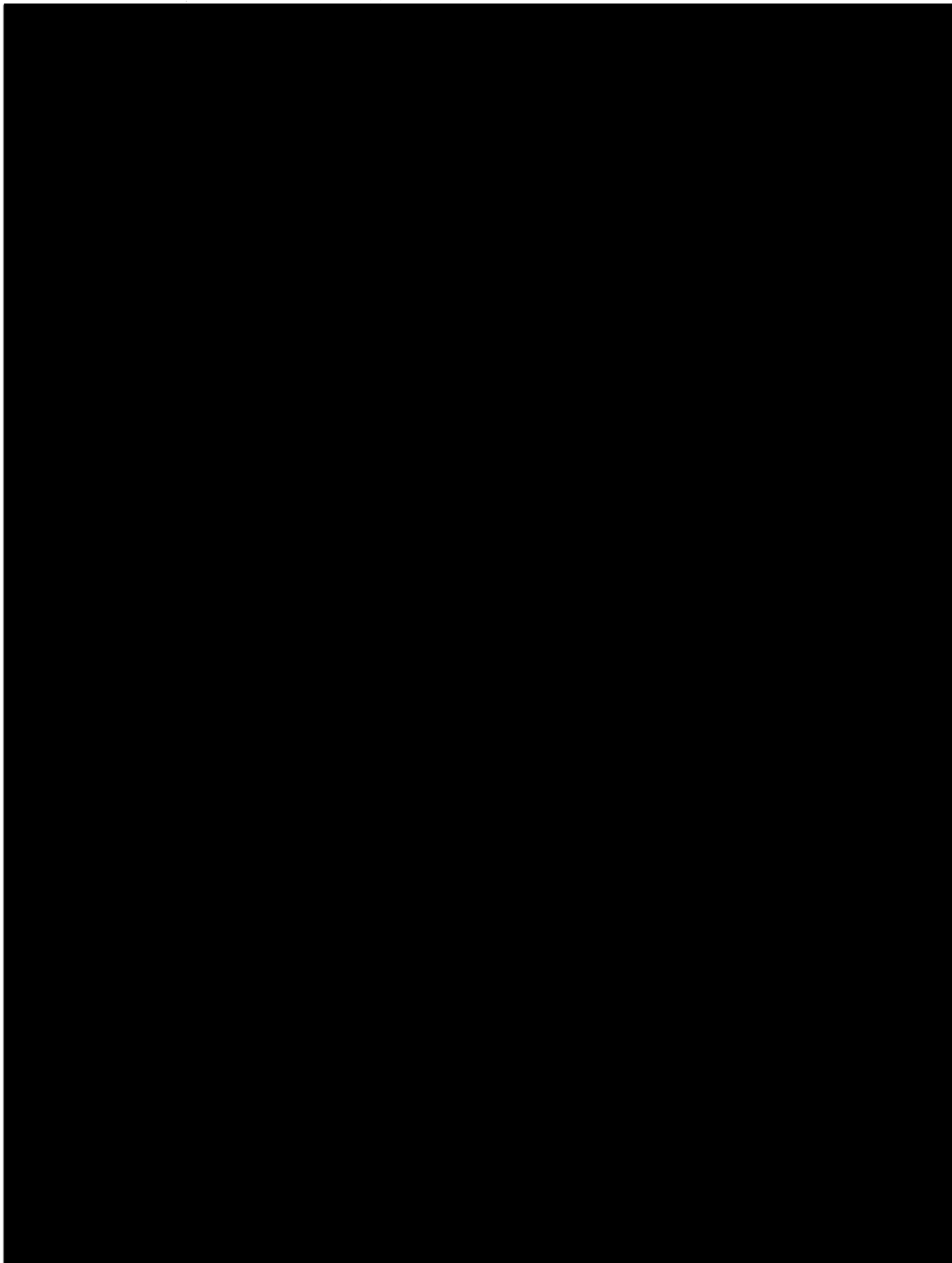


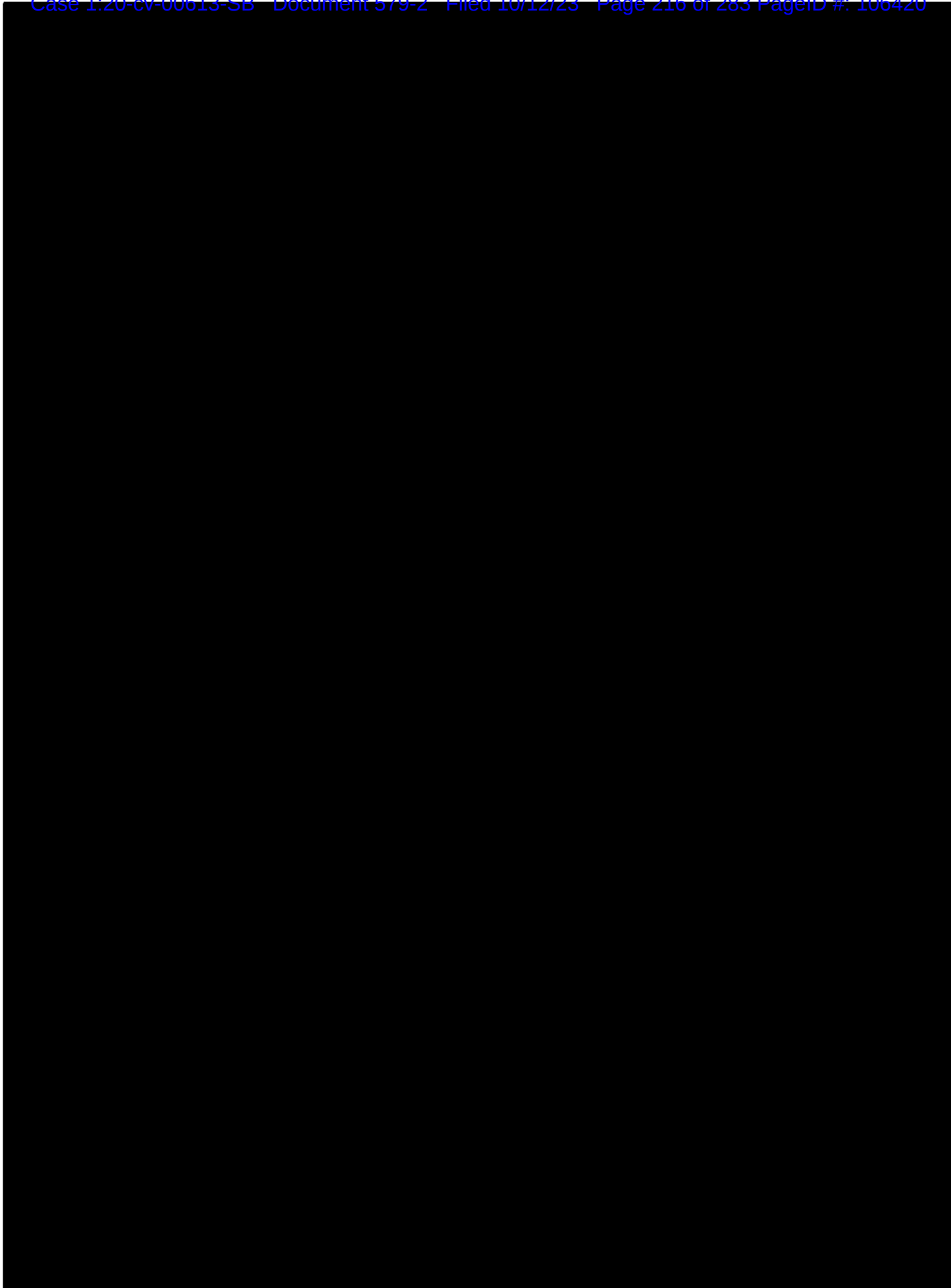


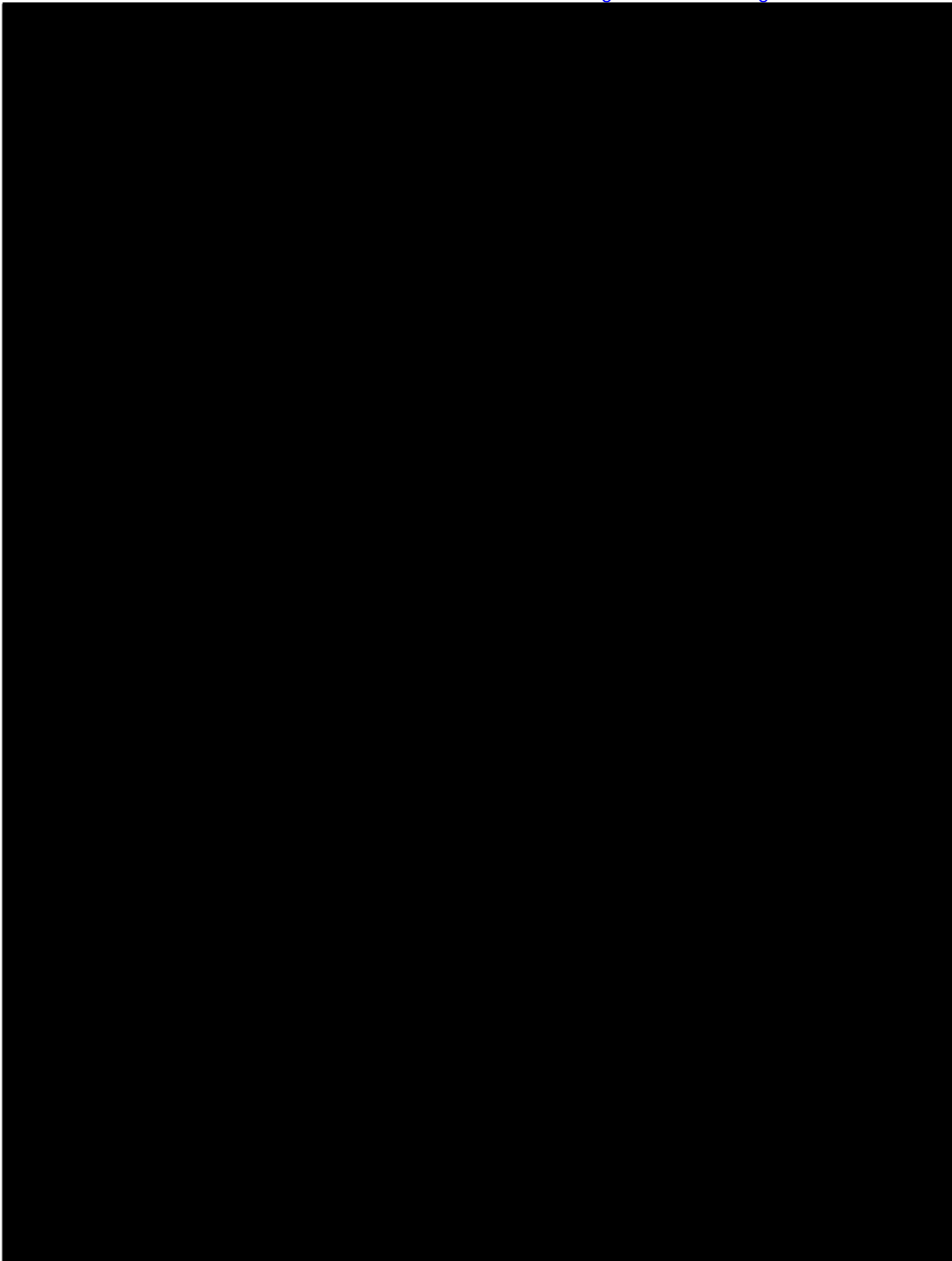


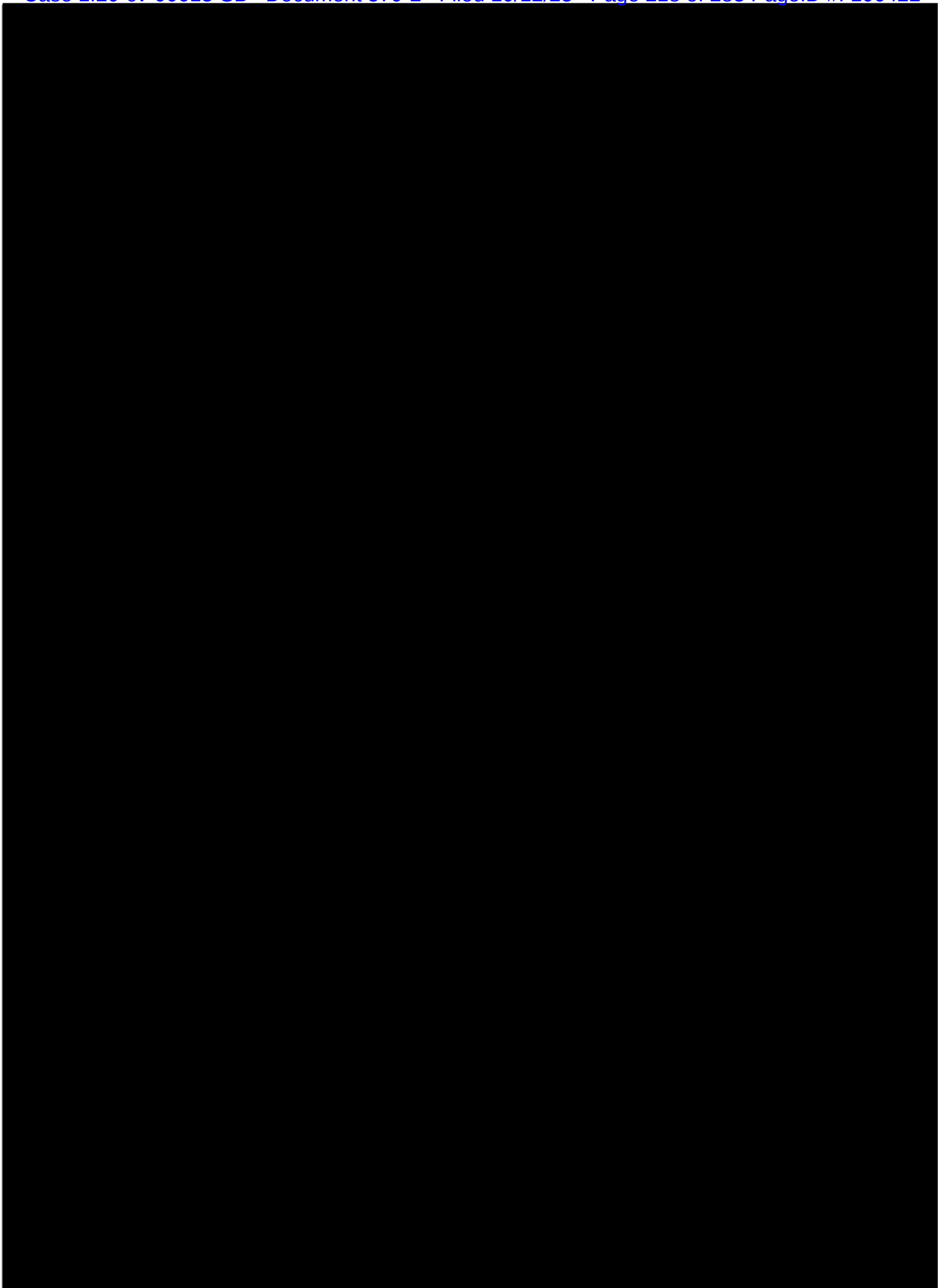


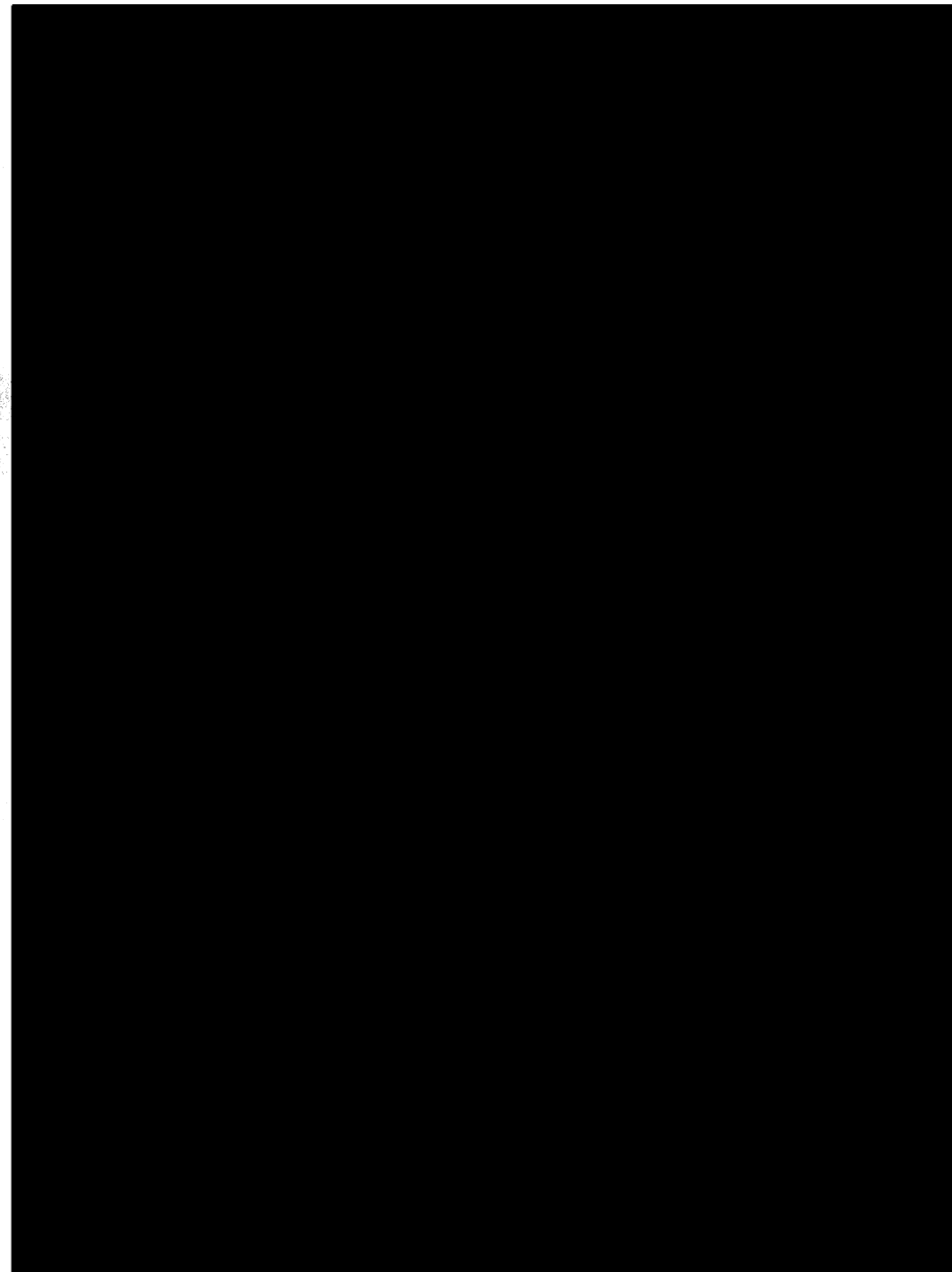


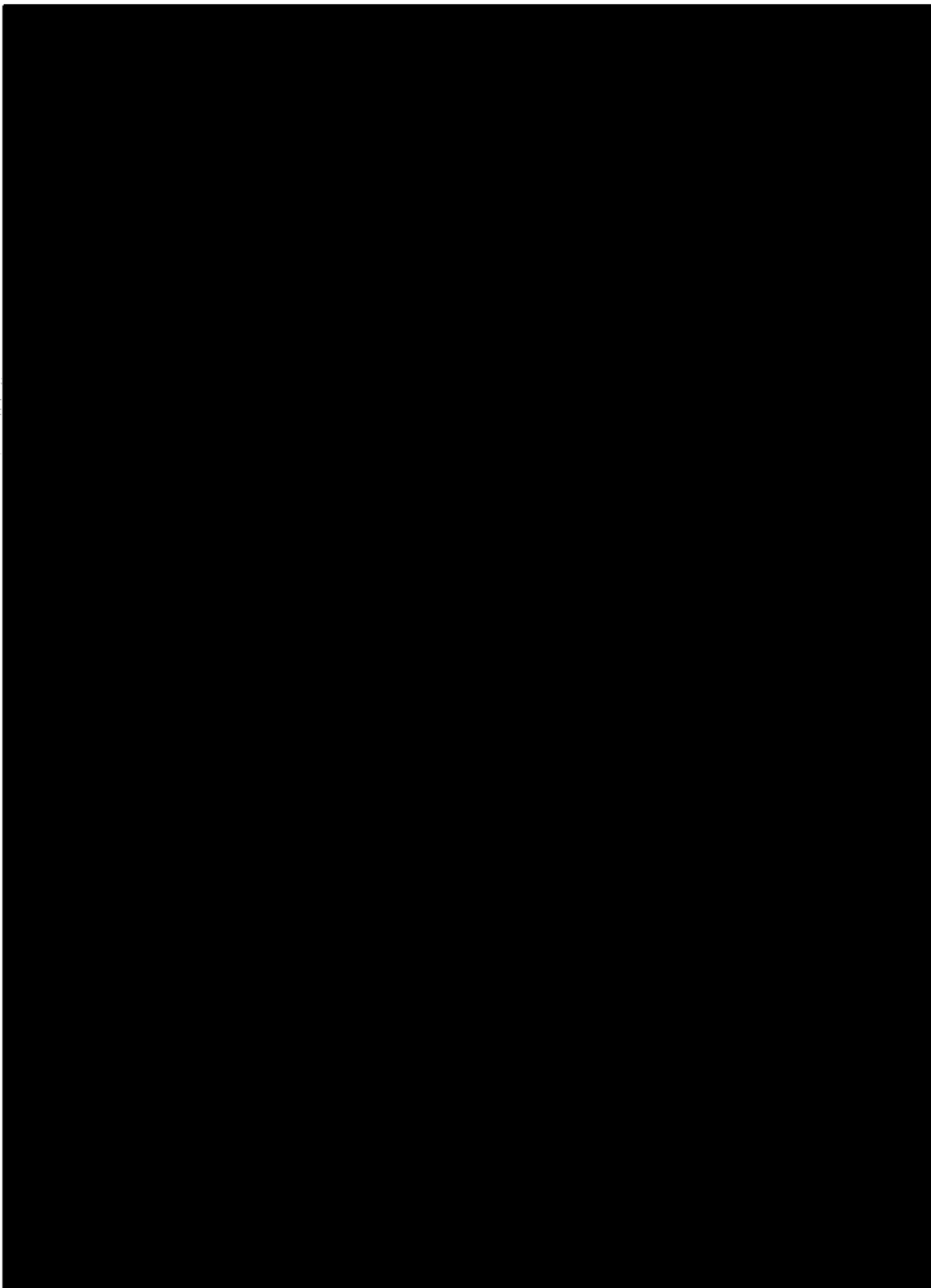












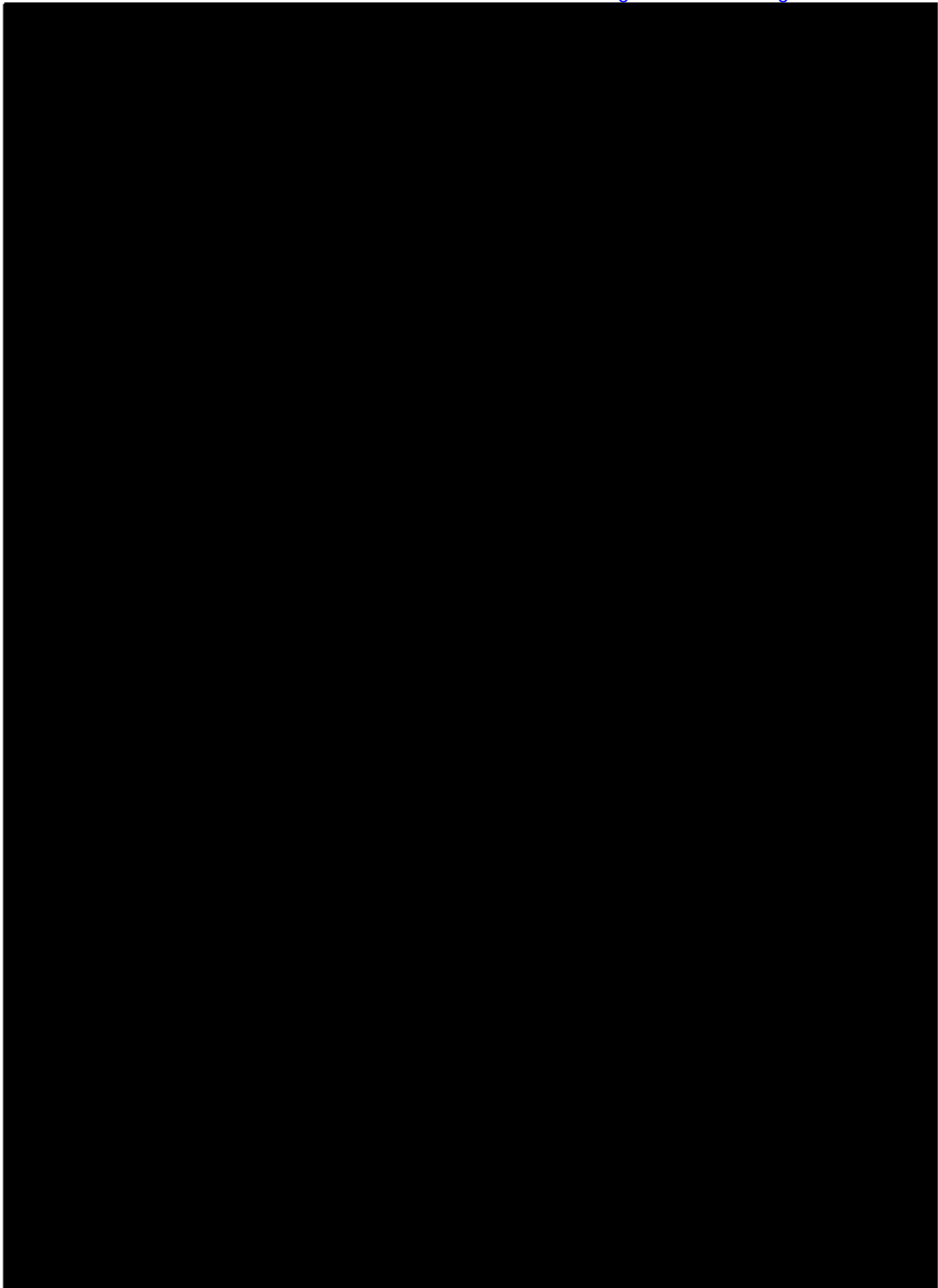


EXHIBIT LL

Message

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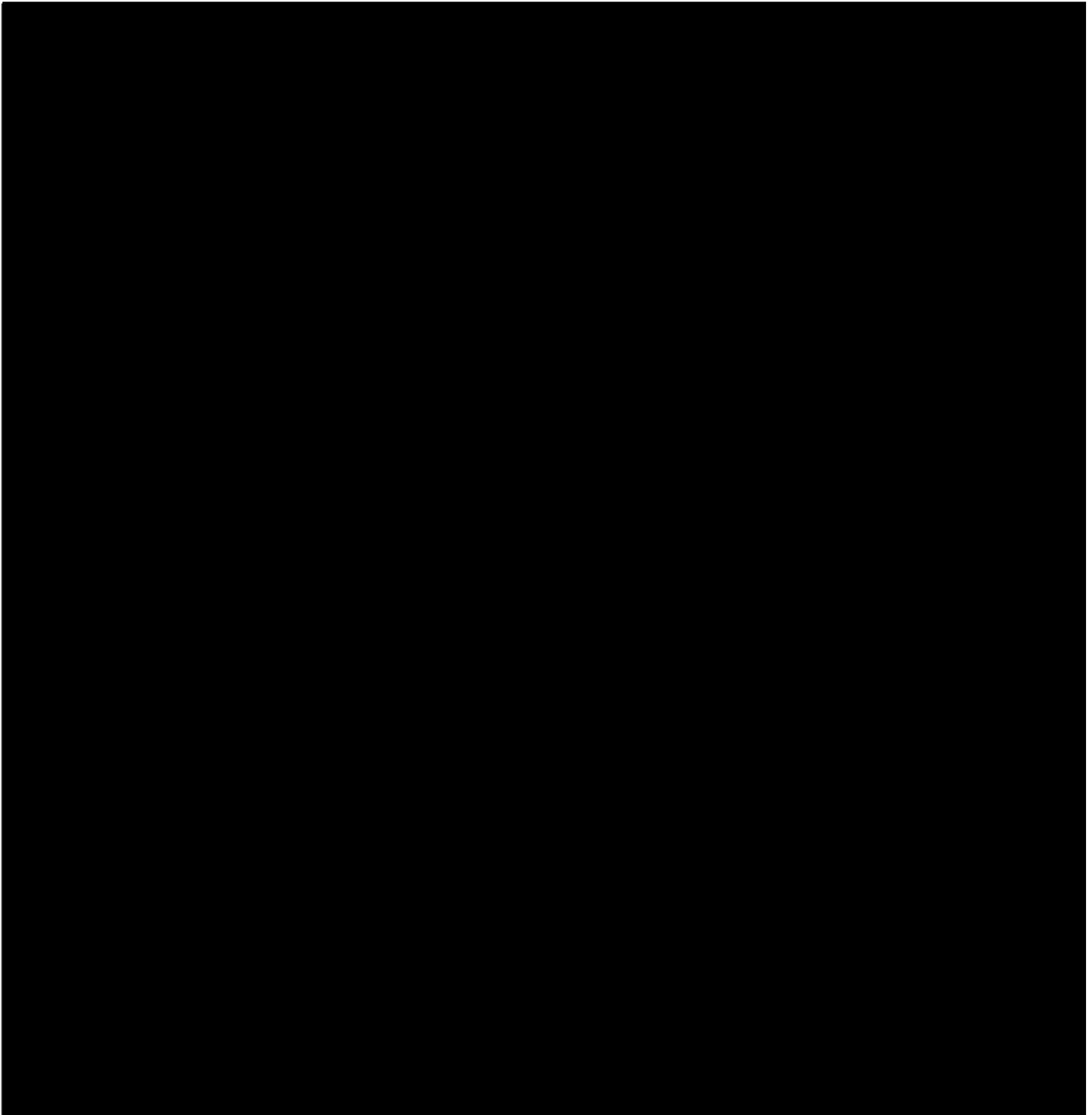
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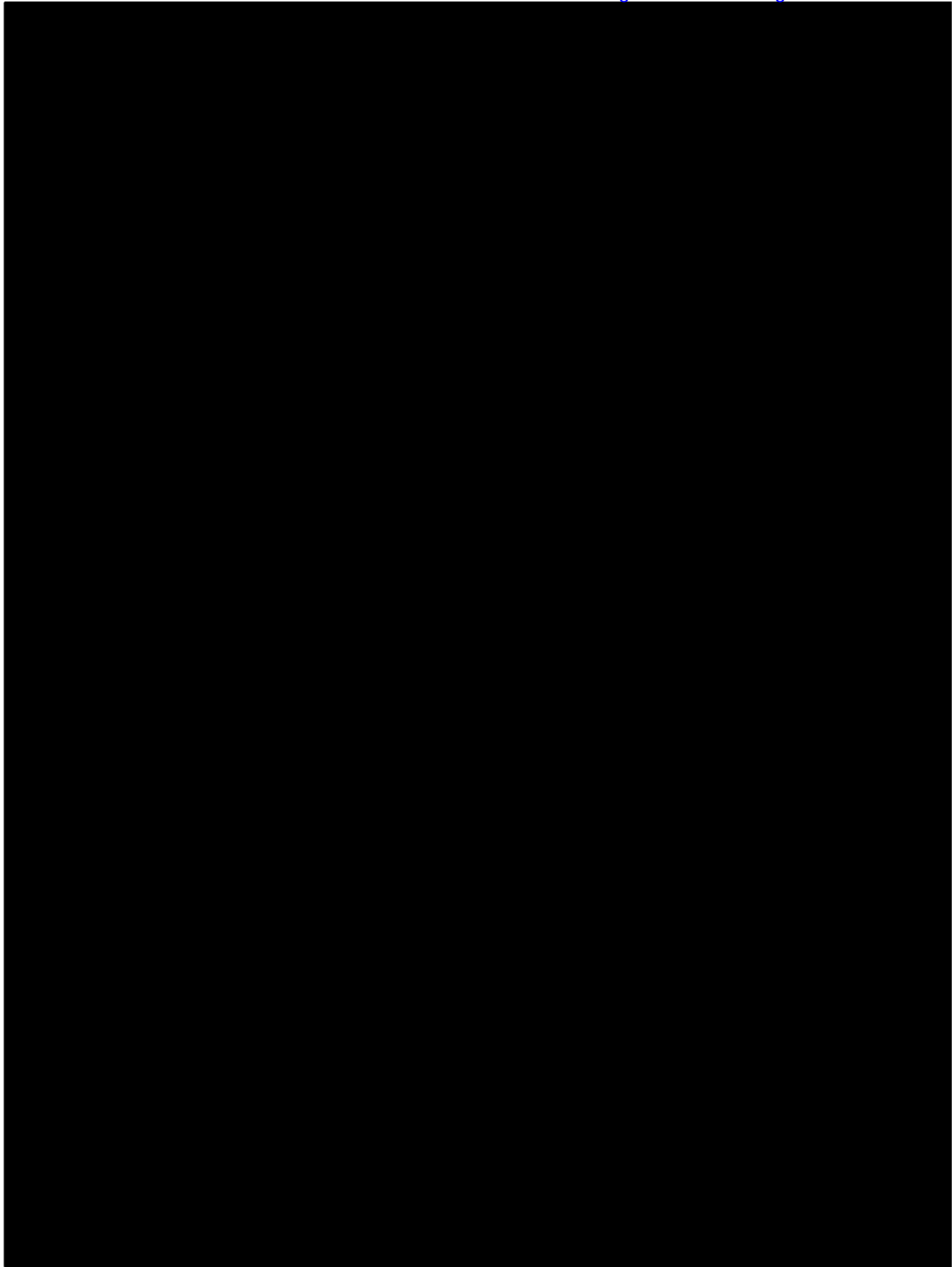
To:

CC:

Subject:

Attachments:





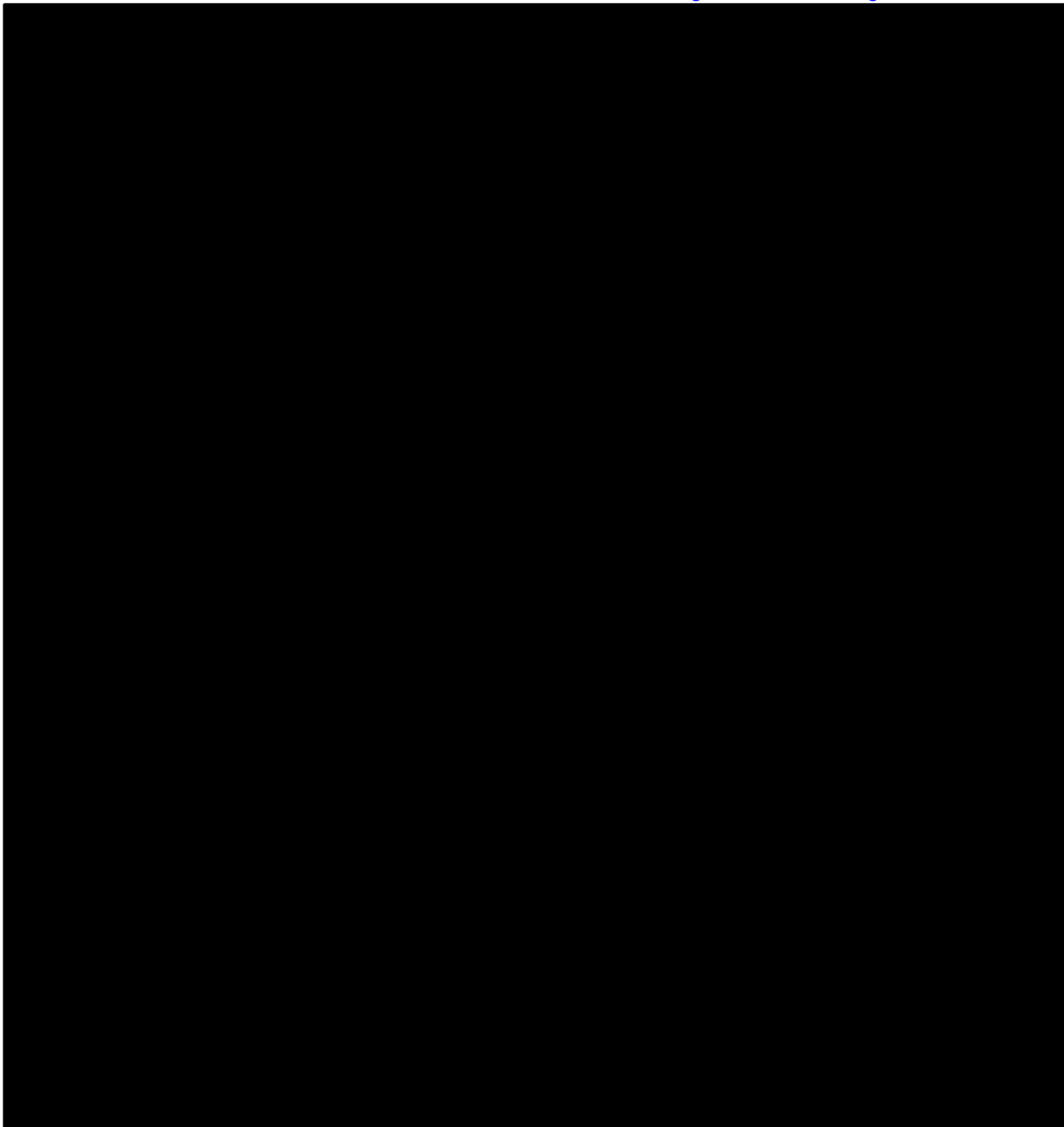


EXHIBIT MM

Electronically Lodged with the Court

**THIS EXHIBIT HAS BEEN
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EXHIBIT NN



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LEGAL API'S ON THIS PAGE INCLUDE

Westlaw Edge Litigation Analytics

SEC Filings API from Westlaw Edge

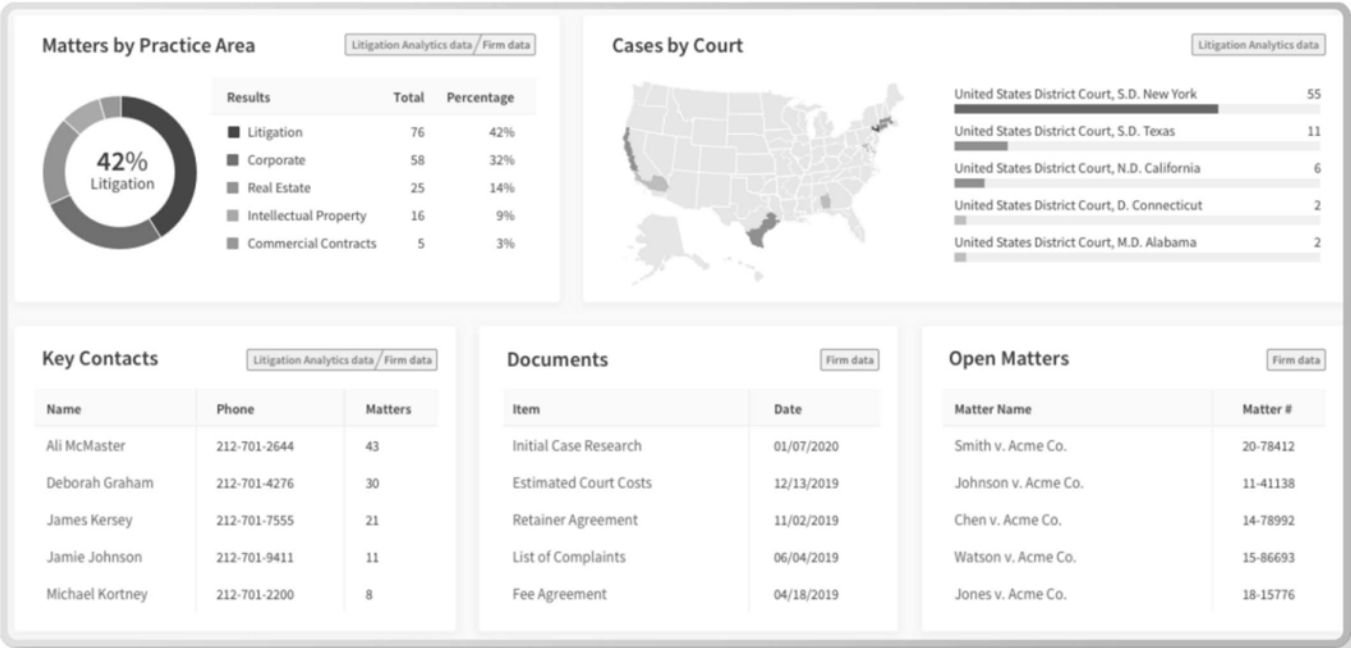
Dockets API from Westlaw Edge

Westlaw Edge Litigation Analytics API

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Deliver superior client value

Improve client value and outcomes with custom dashboards that provide your firm with real-time information about your matters and similar cases.





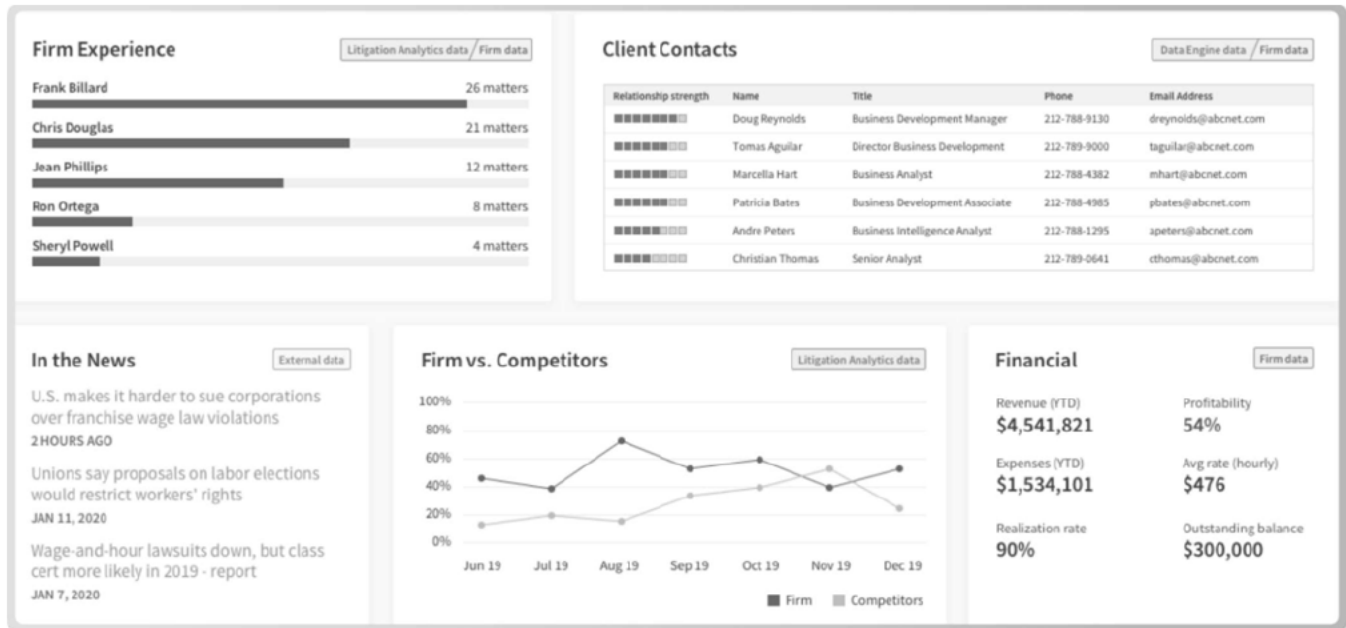
Earn more business

Showcase your firm’s experience and success rate to attract new clients.

Stay informed

Quickly understand your firm’s financial, market, and litigation performance.

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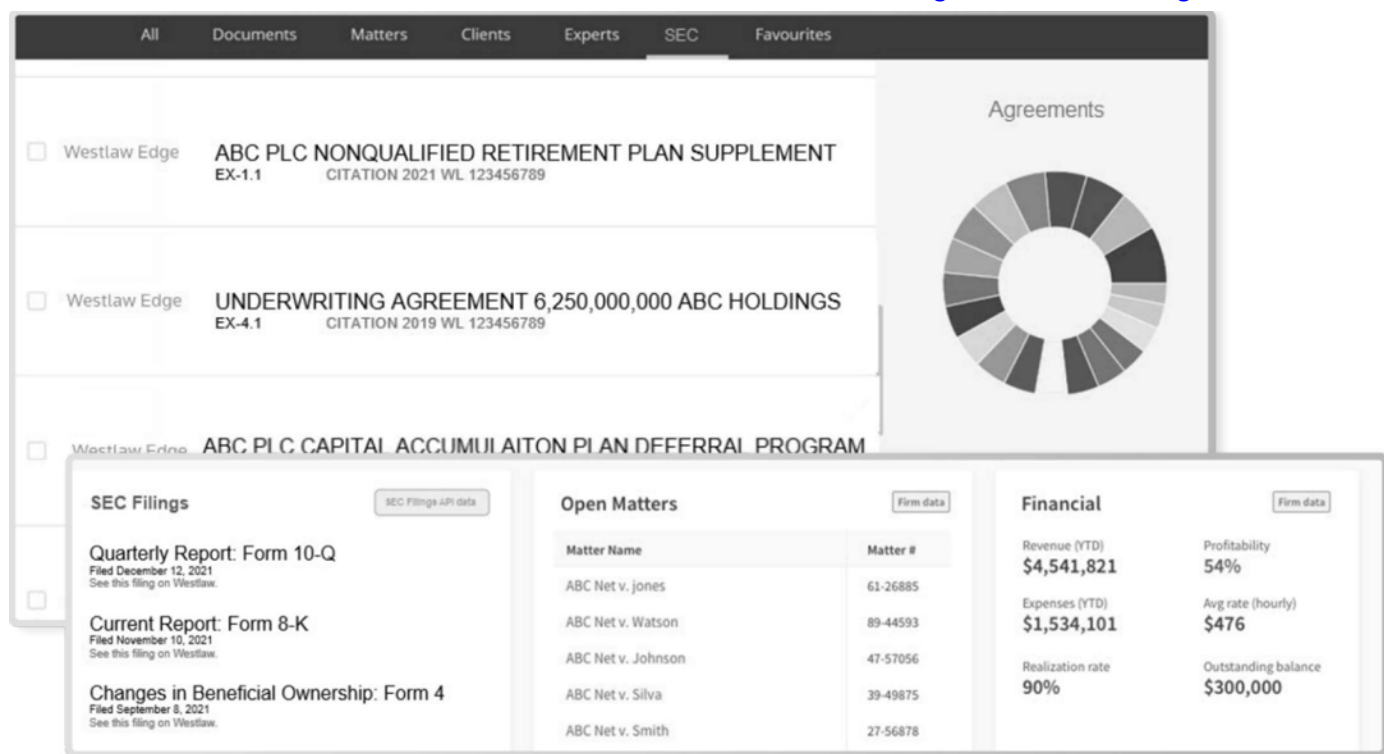
“Using the Litigation Analytics API as part of our IncuBaker initiative is a major step in the right direction to serve our legal practice and our clients.”

Katherine Lowry
Director of Practice Services, BakerHostetler

SEC Filings API from Westlaw Edge

Incorporate and surface key data points from company filings and disclosures into your intranet site or dashboard

Endless ways to combine and use the largest collection



Enhance your knowledge management system with critical data points pulled directly from corporate filings to better monitor your existing clients and identify and pitch potential new clients. Leverage Thomson Reuters' proprietary data analysis and indexing to identify additional data points in millions of publicly filed contracts and agreements including, but not limited to, document and clause titles, defined terms, and governing laws.

With the SEC Filings API, you can:

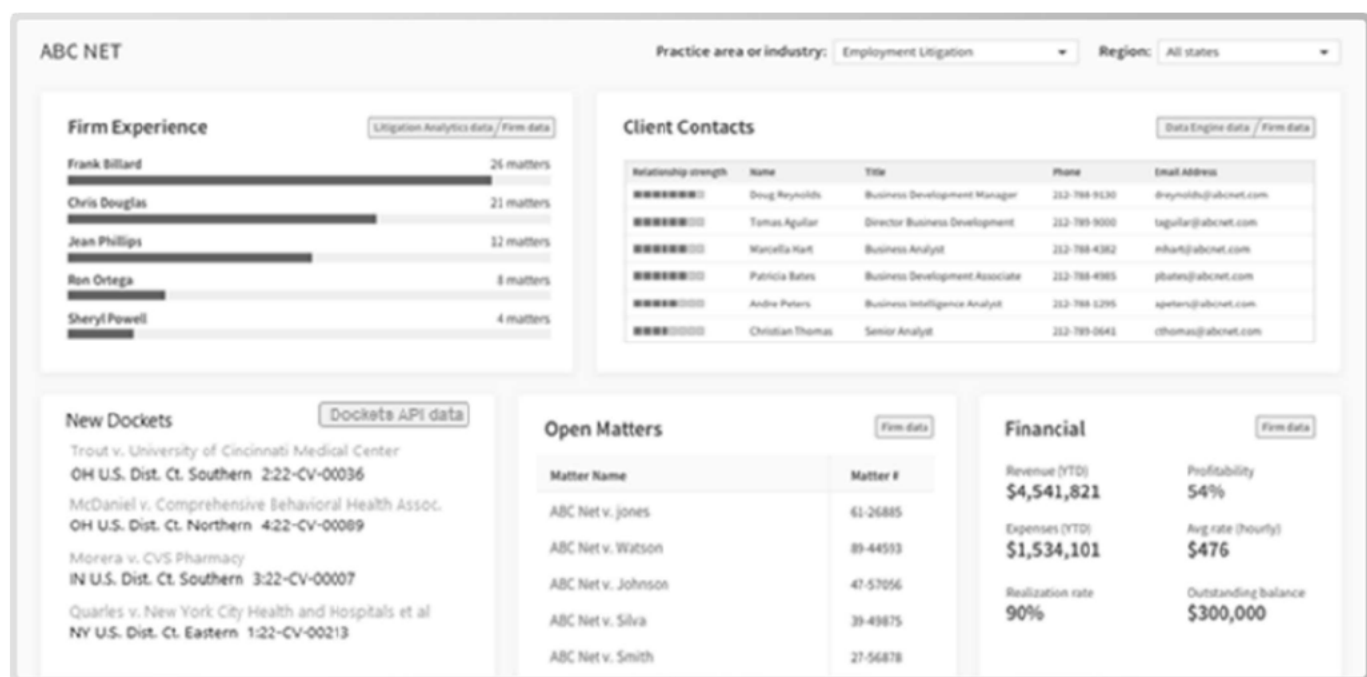
- Support competitive intelligence analysis
- Augment due diligence reports
- Quickly and easily find recent company filings and disclosures
- Combine internal data with Thomson Reuter's rich content to empower your professionals

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Dockets API from Westlaw Edge

Structured court data is now at your fingertips. Efficiently integrate Dockets data from Westlaw Edge into your internal systems, workflows, and processes. Gain new insights that only Westlaw Edge can provide enabling you to make more informed decisions, drive efficiencies, and pinpoint new business opportunities.

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- Confidently respond to RFPs by showcasing your firm's experience
- Gain new insights by bringing together Westlaw and firm data
- Save time compiling and tailoring the most relevant insights to support your matter
- Respond to clients fast with informed data-driven answers

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Find out how these data APIs can **transform your firm**

Be more efficient and drive new business with Thomson Reuters legal data APIs

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EXHIBIT OO

Westlaw US Legislation API



Overview

OVERVIEW

Access the same timely and accurate federal and state proposed and enacted legislation that drive Westlaw. Quickly and efficiently make well-informed decisions to confidently manage the constantly shifting regulatory landscape. We help you deal with the challenges of monitoring and analyzing increasing volumes of regulatory change in an effective and timely way.

Key Benefits

- Manage regulatory change by accessing the most accurate and current legislative data
- Access full text legislative documents from within your own workflow to analyze the legislative language at issue
- Seamlessly navigate into Westlaw to efficiently conduct further research

Last Updated: Sep 22,2023

EXHIBIT PP

**THIS EXHIBIT HAS BEEN
REDACTED IN ITS ENTIRETY**

EXHIBIT QQ



These General Terms and Conditions (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

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b. **“Agreement”** means each Ordering Document, any applicable incorporated documents, and these Terms.

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d. **“Documentation”** means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.

e. **“Ordering Document”** means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.

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3. OUR SERVICES

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document. We may subject certain features or functionality to metering or other usage restrictions to maintain responsive performance.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i)

sell, license, sublicense, distribute, publish, display, store, copy, modify, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(f) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures located here tr.com/trdsa ("Data Security Addendum") apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. We reserve the right to charge a late fee of \$25 for each invoice not paid by the due date. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House ("ACH") or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Processing Addendum ("DPA") available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. CONFIDENTIALITY

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as

established by documentary evidence; or (d) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

7. WARRANTIES AND DISCLAIMERS

a. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. **INSTALLED SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. **PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED "AS IS", AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.

8. LIABILITY

a. **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).

b. **EXCLUSIONS.** IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights; (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are

included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continuing using the Service in accordance with this Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in 9(b).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension and Termination.** We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is being discontinued.

c. **Material Breach.** Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.

d. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify these Terms at any time by providing notice to you by posting the updated Terms at <http://tr.com/TermsandConditions>, providing notice to you through your TR account (i.e., My Account), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the Terms. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment.** Unless otherwise provided in this Section, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to

Thomson Reuters, and if so, you grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence is: third party license terms contained in Section 3(e) of these Terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Notices.** All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person

at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in Section 3(e) or within the Services themselves.

1. Entire Agreement and Non-Reliance. The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.

EXHIBIT RR

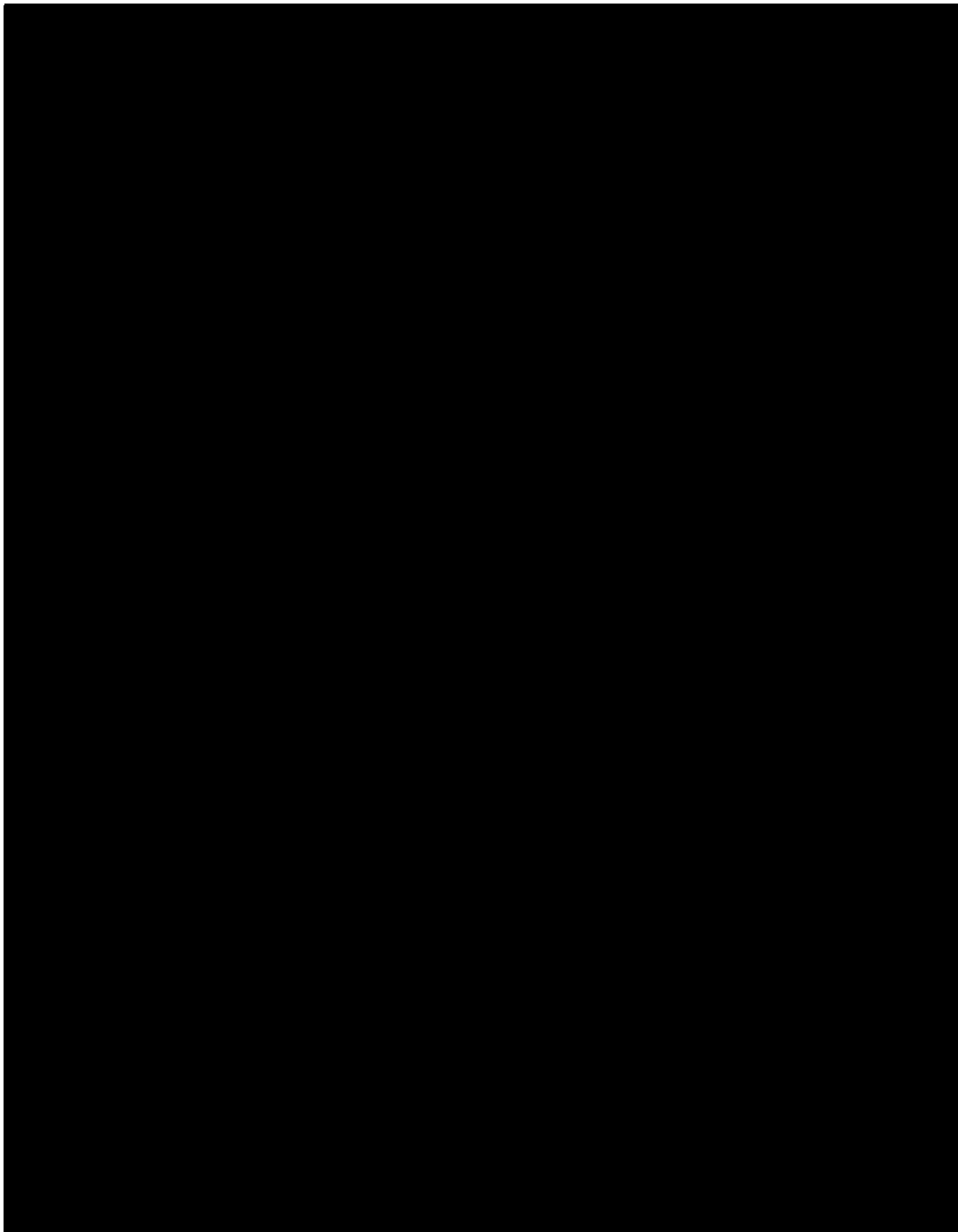


EXHIBIT SS

EXHIBIT 1



Research Subscriber Agreement

RESEARCH SUBSCRIBER AGREEMENT ("Subscriber Agreement") entered into between "**Subscriber**" and **WEST PUBLISHING CORPORATION, a Thomson Reuters business ("West")** regarding certain West research services, as follows:

1. License Grant. West grants Subscriber a non-exclusive, non-transferable, worldwide, limited license to access and use, in accordance with the provisions expressly set forth herein, the Data (as defined below), features, services, remotely-accessed gateways, and other components of the products named and described in the Agreement (as defined below) (collectively, the "Product") which may change from time to time. Access to certain Data may be restricted.

a. Usage. Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Subscriber may use the Product(s), including Data (as defined below) in the regular course of Subscriber's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Subscriber through the Product. Subscriber may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Subscriber in the regular course of Subscriber's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

b. Storage. Subscriber may store, on a matter-by-matter basis, insubstantial portions of Data in Subscriber's database, maintained in connection with an active matter being handled by Subscriber in its regular course of business ("Project Database"). Such database must consist preponderantly of Subscriber's work product, with access to Data limited to internal users who have a need to know such information. Subscriber may maintain Data in the Project Database until the file or case becomes inactive or until any termination of the Agreement, whichever occurs first. Subscriber may also store insubstantial portions of Data in accordance with Subscriber's records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term "insubstantial portions" means amounts of Data that (a) have no independent value other than as part of Subscriber's work product; and (b) could not be used in any way in whole or in part as a substitute for any service or product provided by West, any affiliate of West, or any third-party that licenses, contributes, or otherwise provides Data, features, or other materials to West for inclusion in the Product ("Contributor").

c. Print Outs. Provided that all printouts and other reproductions of Data retain, unaltered, all proprietary notices appearing on such reproductions, Subscriber may print, or otherwise reproduce, in hard copy form, insubstantial portions of Data in Subscriber's regular course of business and share such printouts: (i) with Subscriber's clients in relation to specific, ascertainable matters; and/or (ii) as required or reasonably necessary, to regulatory agencies, court officials, or parties to legal actions in which Subscriber is directly involved.

d. Electronic Distribution. Subscriber may, on an occasional basis and via Product functionality, direct West to transmit individual documents in electronic format to individual internal user(s), and to individual third parties in connection with actual, ascertainable matters being handled by

Subscriber. Subscriber may also include downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such downloaded Data in connection with, or as part of a brief must be limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. All other direct transmission of electronic copies by Subscriber is prohibited.

2. License Restrictions.

a. Usage Restrictions. Subscriber shall not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, license, sublicense or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed. Subscriber shall not use Data (including printouts or downloaded Data) as a component of or as a basis for any material offered for sale, license or distribution to third parties.

b. Compliance with Applicable Law. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation.

c. Copyright Notices. Subscriber shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Subscriber shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

3. Regulated Data. Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").

a. Regulated Data Restrictions

- i. Subscriber acknowledges that West provides Regulated Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.
- ii. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

- iii. Subscriber acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.
- iv. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 - Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
 - As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- v. Subscriber agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.
- vi. Subscriber represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Subscriber in the application and online (Subscriber's "Permissible Use"). Subscriber agrees to keep confidential and shall not disclose any Regulated Data except to Subscriber employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Subscriber's Permissible Use.

b. Regulated Data Usage Compliance. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities will require Subscriber to identify a permissible use (if applicable) and may inquire as to Subscriber's compliance with applicable laws or the Agreement. Subscriber agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall immediately report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

c. Regulated Data Subscriber Credentials. West's provision of access to Regulated Data is contingent on West's verification of Subscriber's credentials in accordance with West's internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate Subscriber's access to Regulated Data.

d. Subscriber Responsibility for Use of Regulated Data. Subscriber recognizes that its access to and use of Regulated Data is contingent upon complying with its contractual obligations. Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber is responsible for all damages due to (i) the

misuse of Regulated Data by Subscriber (or any other party receiving such Regulated Data from or through Subscriber); and (ii) Subscriber's breach of any representation, or warranty, or other provision of this Subscriber Agreement relating to its use of or purpose in using Regulated Data. This provision shall not be interpreted to impose on Subscriber liability for the actions of West.

4. Rights in Data. Except for the license granted in this Subscriber Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

5. Additional Terms. Certain Data, products and features are governed by specific terms and conditions ("Additional Terms") which are supplemental to and may be different from those set forth either in this Subscriber Agreement or elsewhere in the Agreement. All applicable Additional Terms are available for review at the following locations: <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth elsewhere in the Agreement, the Additional Terms will control.

6. Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. (Regulated Data Restrictions) above, the European Union Directive on Data Protection (95/46), and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection of the Personal Information of either party. For purposes of this Subscriber Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use, and disclosure of Personal Information subject to this Subscriber Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Subscriber Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of that respective party.

7. Charges and Modification of Charges. Charges payable by Subscriber for access to Products ("Service Charges") will commence on the date West processes Subscriber's order. Service Charges will be as stated in an applicable Special Offer Amendment, or Order Form/Order Notification

to this Subscriber Agreement, the Schedule A Price Plan, or as otherwise agreed upon in writing by the parties. Schedule A rates may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on an applicable Order Form/Order Notification. Modification of any Service Charges pursuant to this paragraph 7 shall not be considered as an amendment to this Subscriber Agreement that permits termination pursuant to paragraph 13(ii) herein. Service Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged interest on any unpaid balance, not to exceed 1% per month.

8. Product Software and Internet Based Services.

a. Product Software. West may make available to Subscriber, on a subscription basis, software for use in connection with the Product. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. Internet Based Services. Certain Products may be accessed via the Internet. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Product via the Internet ("Internet Based Services"). Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

9. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SUBSCRIBER AGREEMENT, ANY SCHEDULE, OR LICENSE AGREEMENT, ALL PRODUCTS, DATA, SOFTWARE, AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

10. Limitation of Liability. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES, AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THE AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE OR SOFTWARE CHARGES PAID BY SUBSCRIBER FOR THE INDIVIDUAL PRODUCT TO WHICH SUCH LIABILITY APPLIES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE

UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO PRODUCTS AND DATA WILL BE UNINTERRUPTED, SECURE, COMPLETE, OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF PRODUCTS AND DATA ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS, AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SUBSCRIBER AGREEMENT WERE MATERIAL FACTORS IN THE DETERMINATION OF SERVICE CHARGES.

11. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's passwords issued under the Agreement. Subscriber's personnel may also access Products via home computers, laptops, or other wireless devices. Subscriber is responsible for promptly notifying West in writing of persons to whom passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of passwords. Subscriber is also responsible for all access to and use of all Products, Data, Software, and Internet Based Services through Subscriber's account, login credentials, and/or systems, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of passwords that have been issued to individual users of Subscriber is strictly prohibited.

12. Limitation of Claims. Except for claims relating to Service Charges or improper use of Products, Data, Software, or Internet Based Services, no claim, regardless of form, which in any way arises out of the Agreement, may be made, nor such claim brought, under the Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

13. Term and Termination. This Subscriber Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force for the term set forth in an amendment or applicable Order Form/Order Notification to this Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Subscriber Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or this Subscriber Agreement, or may result in a risk to public safety, including but not limited to the safety of private individuals; (ii) Subscriber may terminate the Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 5 (Additional Terms) and 14 (Effect of Agreement)) which contains new terms that materially alter the terms of this Subscriber Agreement and are unacceptable to Subscriber; (iii) either party may terminate the Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Subscriber Agreement; or (iv) West may terminate the

Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Upon any termination of this Subscriber Agreement, the Product Software licenses shall also terminate.

14. Effect of Agreement. This Subscriber Agreement along with all applicable current and future Schedules, Additional Terms, license agreements, Special Offer Amendment to this Subscriber Agreement or applicable Order Form/Order Notification (if any), and the like (collectively, "Agreement") embodies the entire understanding between the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in the Agreement, West may amend the terms and conditions of this Subscriber Agreement by giving Subscriber at least 30 days prior written notice. Within 30 days of the receipt of such amendment, Subscriber may, at its option, request that the parties enter into good faith negotiations regarding the new amended terms and conditions. In the event the parties are not able to reach an agreement resulting in mutually agreeable alternative language for the amended terms and conditions within 30 days after the start of the negotiations, Subscriber may terminate this Subscriber Agreement as set forth in paragraph 13(ii) herein. Except as expressly set forth herein, any other amendment to the Agreement must be in writing and signed by both parties.

15. Force Majeure. Each party's performance under the Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

16. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth in the applicable Special Offer Amendment or Order Form/Order Notification.

17. Choice of Law and Jurisdiction.

a. For Non-Government Subscribers Only. The Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of the Agreement and each party consents to the exclusive jurisdiction of such courts.

b. For Government Subscribers Only. The Agreement will be governed by and construed under the law of Subscriber's state. The state and federal courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to the Agreement and each party consents to the exclusive jurisdiction of such courts.

18. General Provisions. Neither the Agreement nor any part or portion may be assigned, sublicensed, or otherwise transferred by Subscriber without West's prior written consent. Should any provision of the Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in the Agreement are inserted for convenience only and do not constitute a part of the Agreement. West, as used herein, also applies to West Services Inc.

19. Feedback. Any and all Feedback that Subscriber provides to West shall become the exclusive property of West without any payment, accounting, remuneration, or attribution to Subscriber. "Feedback" means information provided, in any manner, by or on behalf of Subscriber with respect to any feature, West product or service, or their enhancement, customization, configuration, installation, or implementation, including but not limited to ideas, concepts, suggestions, materials, functions, methods, processes, and rules.

EXHIBIT TT

Our Company

ROSS Intelligence (“ROSS”) builds AI-driven products to augment lawyers' cognitive abilities.

•

We are a team of engineers, scientists, designers and lawyers who are dedicated to leveraging cutting-edge technologies to solve the law's hardest problems.

Our Leaders



Andrew Arruda



Jimoh Ovbialaele

ROSS



- Former litigator and member of Canadian foreign services
- Forbes 30 Under 30 and ABA Legal Rebel
- International speaker on artificial intelligence & access to justice
- Legal innovation policy advisor
- University of Toronto and University of Texas Computer Science
- Background in self-driving vehicles and artificial intelligence
- Forbes 30 Under 30 and ABA Legal Rebel
- International speaker on artificial intelligence and business

Our Press

Our work has been featured in news outlets around the world.

Forbes

**The
New York
Times**

**The
Economist**

ABAJOURNAL

WALL STREET JOURNAL

Our Story

In 2014, two computer scientists at the University of Toronto, the world's leading AI research institute, and a lawyer founded ROSS to invent technologies to make legal services more accessible.

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Over a short period, ROSS raised millions in funding from Silicon Valley's most prominent investors and receive top recognitions from Forbes and the American Bar Association Journal.

•

Today, ROSS has offices in San Francisco and Toronto. It serves thousands of lawyers practicing in a wide range of firm sizes and across all areas of law.

Our Offices

ROSS



San Francisco

650 California Street
San Francisco, California 94108

Toronto

333 Adelaide St West
Toronto, Ontario M5V 2G5

ROSS



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[What is AI](#)

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[Contact Us](#)

[FAQ + Support](#)

[Blog](#)

EXHIBIT UU

**THIS EXHIBIT HAS BEEN
REDACTED IN ITS ENTIRETY**

EXHIBIT VV

From: [REDACTED]@ [REDACTED]
Sent: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

[REDACTED]

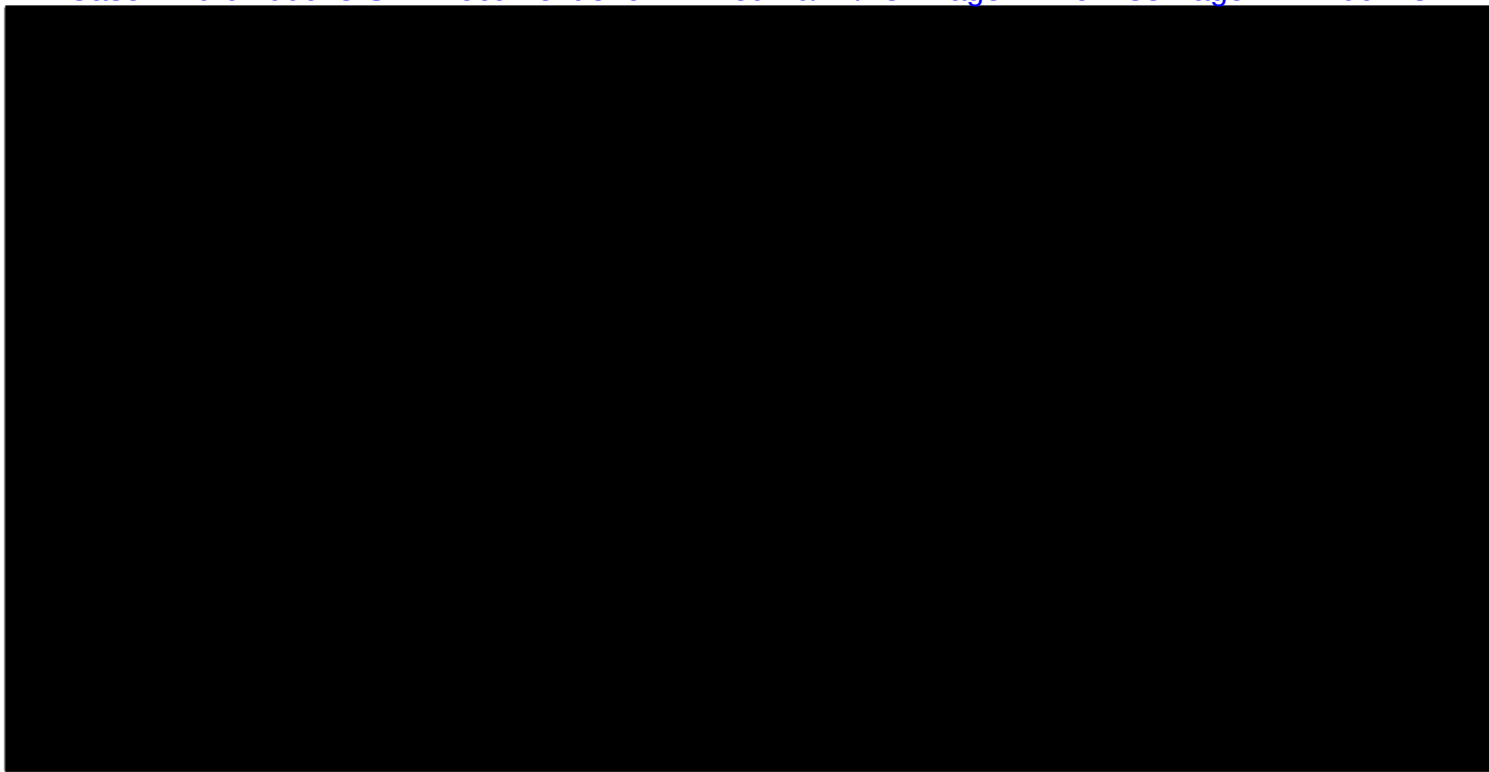


EXHIBIT WW

From:

[REDACTED]

Sent:

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To:

[REDACTED]

Subject:

[REDACTED]

Attachments:

[REDACTED]

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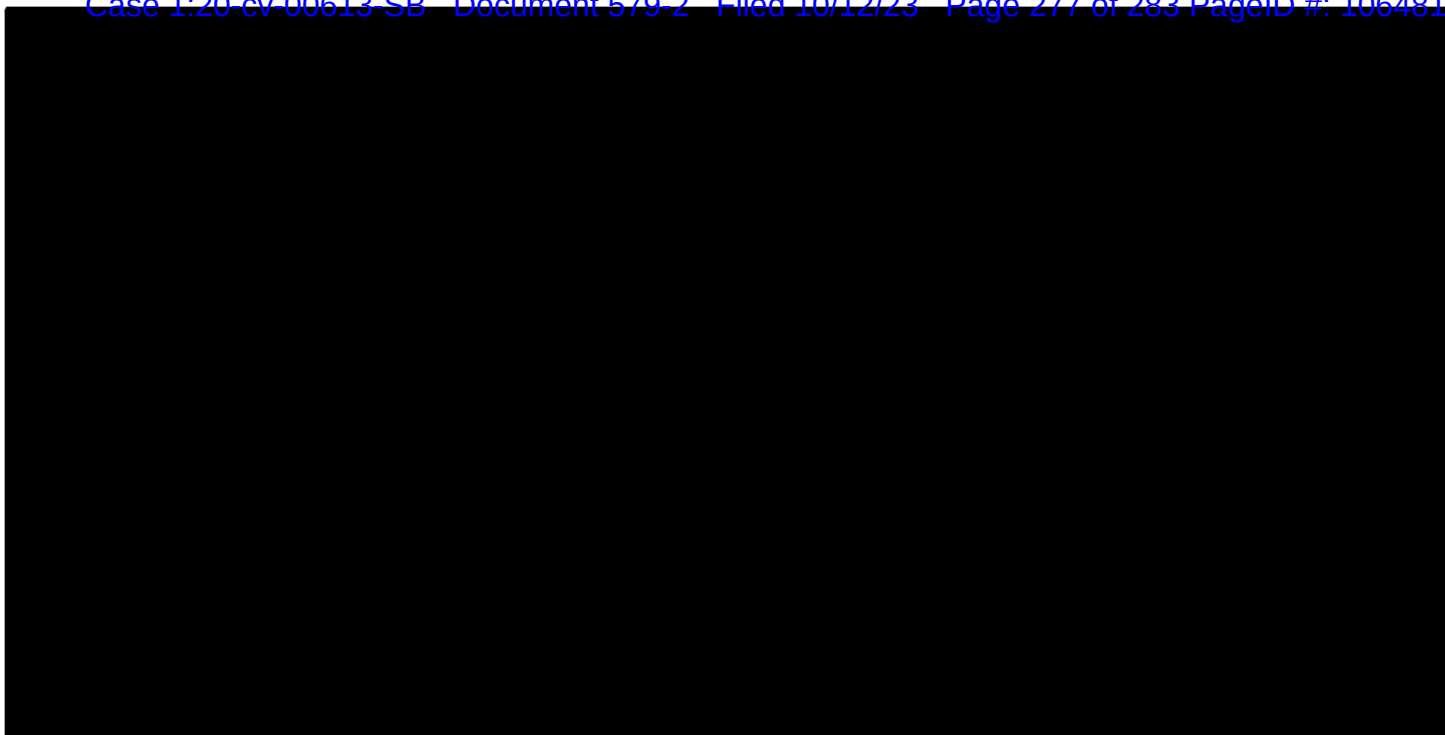


EXHIBIT XX

**THIS EXHIBIT HAS BEEN
REDACTED IN ITS ENTIRETY**

EXHIBIT YY

**THIS EXHIBIT HAS BEEN
REDACTED IN ITS ENTIRETY**

EXHIBIT *ZZ*

